



INSTRUCTIONS TO BIDDERS

DUPLIN COUNTY
HAZARD MITIGATION GRANT PROGRAM (HMGP)
GRANT #HMGP-4285-044-R

SUBMIT BID TO:

IF MAILING BID:

Duplin County Emergency Management
Attn: Brian Matthis, Emergency Mgmt. Planner
209 Seminary St.
Kenansville, NC 28349

IF DELIVERING BID IN PERSON AT BID OPENING:

Duplin County Emergency Management
209 Seminary Street
Kenansville, NC 28349

BID OPENING DATE: Wednesday, August 9, 2023

TIME: 2:00 PM

Bid Package prepared by:



5030 New Centre Drive, Suite A
Wilmington, NC 28403
(910) 392-0060
www.insight-pd.com

Section I - Advertisement for Bids

Notice is hereby given that sealed bids will be opened at the **Duplin County Emergency Management Office located at 209 Seminary Street, Kenansville, NC, at 2:00 PM, Wednesday, August 9, 2023, for**

Duplin County, North Carolina
Hazard Mitigation Grant Program (HMGP)
Grant #**HMGP-4285-044-R**

The bid package includes specifications for the elevation of one (1) residential structure to a Finished Floor Elevation (FFE) above the 100-Year Base Flood Elevation (BFE), including lifting of existing structure; foundation construction; utility relocation and retrofitting; and modifications to steps/porches/decks to comply with the 2018 NC State Residential Building Code. All foundation construction will be performed in strict accordance with the provisions of the 2018 NC State Residential Building Code, the General Scope of Elevation Work, and Engineering Drawings included in the Bid Package.

Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the Bidder, the name of the project for which the bid is submitted, and the date and time of opening. Sealed bids will be submitted as follows:

1) Mailing prior to bid opening to: Duplin County Emergency Management, Attn: Brian Matthis, Emergency Management Planner, 209 Seminary Street, Kenansville, NC 28349.; OR 2) Delivering in person at the bid opening to: Duplin County Emergency Management, 209 Seminary Street, Kenansville, NC, prior to the advertised bid opening time for bids to qualify.

Bid documents may be obtained by emailing the Wilmington office of Insight Planning & Development at bids@insight-pd.com. There is no charge for receiving bid packages.

Duplin County reserves the right to reject any and all bids, to waive any informality in any bid, and to re-advertise for bids. No Bidder may withdraw his bid within sixty (60) calendar days after the date set for the bid opening.

Duplin County Hazard Mitigation Grant Program (HMGP) has been funded by FEMA, and the entire project consists of the elevation of one (1) residential structure. The project is financed with federal funds and will be subject to federal regulations as set forth in the General Provisions of the bid documents. Duplin County is an equal opportunity employer and encourages participation by historically underutilized businesses, including small, minority, and female-owned businesses.

Section II - Notice to Bidders

Please note that your bid submittal must contain all forms included in **Section VI - Bid Forms**, including:

- 1) The bid proposal form with your name, address, and signature on the second page;
- 2) The signed bid summary form;
- 3) The Contractor's certification forms; and
- 4) The Contractor's registration form.

Your bid package should be sealed in an envelope bearing on the outside of the envelope, the bidder's name, address, name of the project, time and date of bid opening, and the Contract number.

It is NOT necessary to include surveys, sketches, & photos that were provided to you in the Bid Package with your bid submittal.

Section III - General Provisions

A. GENERAL INFORMATION FOR BIDDERS

1. Contractual Relationship/Owner's Representative/Local Authority

Duplin County Hazard Mitigation Grant Program (HMGP) is a grant program involving the elevation of a residential structure in Wallace, NC. The successful Bidder shall enter into a Contract for Elevation Work with the homeowner of the dwelling to be elevated (the "Owner"). Duplin County shall serve as the Owner's Representative, responsible for the administration of the work covered by these General Provisions, General Scope of Elevation Work, and Contract for Elevation Work, only to the extent referenced therein. The County has retained a Resident Inspector who may act as the County's agent in matters regarding the County.

The Resident Inspector is:
Insight Planning & Development 5030 New Centre Drive, Suite A Wilmington NC 28403 Telephone: (910) 392-0060 E-mail: gmill@insight-pd.com

The Resident Inspector will be responsible for on-site interpretation of the General Provisions, the General Scope of Elevation Work, included herein, and, where referenced in the unit scope of work, the Contractor's Handbook. Duplin County Building Inspector shall serve as the ultimate local authority regarding interpretation of the 2018 NC State Residential Building Code.

2. Scope of Elevation Work

This set of Bid Documents includes specifications for elevating one (1) residential structure to a Finished Floor Elevation (FFE) above the 100-Year Base Flood Elevation (BFE) to include disconnection of utilities, exterior demolition, lifting of existing structure, foundation and floor framing construction, lowering the unit on the new foundation, removal of cribbing and lifting elements from the site; and utility relocation and retrofitting, modifications/additions to steps/porches/decks, and site restoration. All work will be performed in accordance with the 2018 NC State Residential Building Code.

The Scope of Work for the unit refers to the General Scope of Elevation Work (Section IV). The General Scope of Elevation Work describes the generic work items to be completed for the elevations in this bid package, including specific references to the 2018 NC State Residential Building Code. The General Scope of Elevation Work included herein will be the absolute reference for generic construction quality and detail by the Resident Inspector. Unless otherwise explicitly indicated on the Scope of Work/Engineering Drawings for an individual housing unit, the General Scope of Elevation Work will be followed without variation. No verbal interpretations of the General Scope of Elevation Work will be made. No changes in the Scope of Elevation Work will be considered valid without a signed Change Order.

Method of measurement and payment shall be on a **Lump Sum** basis for each residential unit to be elevated.

3. Bid Procedures

- a. Bid Documents - Bid documents consisting of the Bid Advertisement, General Provisions, Scope of Work, Engineering Drawings, General Scope of Elevation Work, and Contractor's Handbook will be

issued to each contractor who contacts the Resident Inspector or who attends a required Pre-Bid Conference as outlined in the Bid Advertisement. There is no fee for bid documents.

- b. Pre-Bid Conference (not applicable for this bid opening) - A Pre-Bid Conference will be held prior to each bid opening as outlined in the Advertisement for Bids. Bidders are required to attend at least one Pre-Bid Conference in order to more clearly understand the General Provisions, Scope of Work, the Bid Proposal Form, and construction scheduling. Attendance at the Pre-Bid Conference is not mandatory for Bidders who have attended at least one Pre-Bid Conference for the HMGP Project. Attendance is required for any bidder who has not previously attended a Pre-Bid Conference for an HMGP project.
- c. Explanations to Bidders - The Contractor must satisfy himself as to the labor and materials needed. Any explanation desired by a Bidder regarding the meaning or interpretation of the advertisement for bids, drawings, specifications, etc., must be requested in writing to Insight Planning & Development, at the address noted above and with sufficient time allowed for a reply to reach Bidders before the submission of their bids. Any interpretation made will be in the form of an amendment to the invitation for bids, drawings, specifications, etc., and will be furnished to all prospective Bidders. Its receipt by the Bidder must be acknowledged in the space provided on the bid form or by letter or telegram received before the time set for opening of bids. Oral explanations or instructions given before the award of the Contract will not be binding. No changes to specifications will be permitted within three (3) calendar days prior to the bid opening.
- d. Conditions Affecting the Work - **Bidders should visit the job site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof.** Failure to do so will not relieve Bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. Duplin County will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the Contract, unless included in the advertisement for bids, the specifications, or related documents.
- e. Trade or Brand Name - When a trade or brand name for a particular article, fixture, or object is specified in the General Scope of Elevation Work, it is meant only as a reference for standards, and any other manufacturer of a similar article, fixture, or object may meet the specification if the alternative product is reasonably equivalent to the product requested and is approved in writing by the Resident Inspector.
- f. Bidder's Qualifications - All bidders will be required to submit a statement regarding their previous experience in performing comparable work, their business and technical organization, financial resources, and plans for management of the work.
- g. Preparation of Bids
 - (1) Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, the person signing the bids must initial each erasure or change. Telegraphic bids will not be considered.
 - (2) Unless called for, alternate bids will not be considered.
 - (3) Modification of bids already submitted will be considered if received at the office designated in the invitation for bids by the time set for opening of bids.

- h. Submittal of Bids - Sealed bids will be submitted by either **1) Mailing prior to bid opening to Duplin County Emergency Management, Attn: Brian Mathis, Emergency Management Planner, 209 Seminary Street, Kenansville, NC 28349; OR 2) Delivering in person at the bid opening to: Duplin County Emergency Management, 209 Seminary Street, Kenansville, NC**, as directed in the Advertisement for Bids prior to or at the appointed bid opening time. Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, the name of the project for which the bid is submitted, and the date and time of the bid opening. If it is questionable that the Postal Service can deliver the bid prior to the bid opening time, the bid should be hand-delivered. Telephoned, emailed, or faxed bids cannot be accepted. All bids submitted must be typed or written in ink and signed by the Contractor's designated representative.

Valid bids are expected from each contractor. Submittal of "courtesy bids" will be grounds for removal from participation in the HMGP Program. All bid forms must be submitted; failure to include all forms may result in rejection of a bid. Any bid may be withdrawn without prejudice prior to the official bid opening time.

- i. Award of Contract - Procurement procedures for construction activity carried out during the Duplin County HMGP Program are defined in 44CFR13.36(d)(2) and 2 CFR 200. The County has adopted a formal procurement policy for federal grant programs and a specific policy for the award of HMGP Program contracts. Individual contract awards will be made to that responsible Bidder whose bid, conforming to the invitation for bids, is most advantageous to Duplin County, price and other factors considered. The County may, when in its interest, reject any or all bids or waive any informality in bids received.

Duplin County reserves the right to reject low bids and to rescind bid awards in accordance with its written Elevation Contract Award Policy, which considers factors such as programmatic factors beyond the County's control and bidders' inability to meet performance standards outlined herein.

The Bidder is advised that the County will receive a bid solely on behalf of the Owner and that any contractual arrangement for performance of the work will be between the Contractor and the Owner. The County and its agents will neither be a party thereto, nor liable thereon. On behalf of the Owner, the County (Owner's Representative) awards the Contract, conducts inspections of work in progress, completes final inspections, and issues certificates of occupancy/compliance.

The acceptance of the bids and awarding of the contract may be subject to the Owner receiving supplemental financing.

The Bid Summary Form may outline several awards of multiple units as a single package. However, an individual contract will be awarded and executed for each unit included in this bid package.

- j. Construction Schedule - All bids will be considered valid for sixty (60) calendar days following the bid opening. Within fourteen (14) calendar days of Formal Notification of Award, the successful Bidder(s) will be expected to provide insurance documentation and related construction forms as outlined herein.

The Resident Inspector will schedule a preconstruction conference for the execution of the Contract for Elevation Work and Foundation/Retrofitting Work to be undertaken by the successful bidder as soon as the successful bidder is mobilized and capable of undertaking the work.

The Contractor will be required to meet with the Resident Inspector prior to construction and weekly thereafter to submit/update a project performance schedule outlining the time schedule for

elevation and foundation/retrofitting work. **The Bid Summary Form may outline an award of two or more units as a single package to one Contractor. Contractors will be required to maintain the construction schedule for multiple units that is outlined in the Bid Summary Form and in each individual Elevation Contract.** If circumstances beyond the Contractor's control, including inclement weather, occupant relocation difficulties, etc., cause a delay in the agreed project performance schedule, the Contractor may request an amendment to the agreed construction schedule. The construction schedule may then be amended by mutual assent of the Contractor and the Resident Inspector.

4. Employment Requirements

Duplin County HMGP Program is financed with funds received from the Federal government. Consequently, special conditions are established with respect to employment and business opportunities. Successful bidders must agree to abide by the following employment requirements during the performance of any elevation contract:

a. Executive Order 11246 Clause

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractors' commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- (6) In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a Subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

b. Nondiscrimination Clause - Section 109, Housing and Community Development Act of 1974

The Contractor will not discriminate on the grounds of race, color, national origin, religion or sex, nor exclude from participation in, deny the benefits of, or subject to discrimination under this contract.

c. Age Discrimination Act of 1975, as amended - Nondiscrimination on the Basis of Age

The Contractor will not discriminate on the basis of age under the Age Discrimination Act of 1975, as amended (42 USC 6101 et seq.) nor exclude from participation in, deny the benefits of, or otherwise subject to discrimination under this contract.

d. Section 504 of the Rehabilitation Act of 1973, as amended - Nondiscrimination on the Basis of Disability

The Contractor will not discriminate on the basis of disability, exclude from participation in, deny the benefits of, or otherwise subject to discrimination against otherwise qualified individuals under this contract.

e. Copeland Act/Fair Labor Standards Act

Single-family residential rehabilitation and lead hazard reduction work performed during implementation of housing grant programs regulated by the Insight Contractor's Handbook is not subject to Davis-Bacon minimum wage legislation or contract work hours and payroll legislation, as covered in HUD 4010, Federal Labor Standards Provisions. The Contractor and his Subcontractors however, will be bound by Sections 5 and 6 of 29 CFR Part 3, Copeland Act requirements, which concern eligible payroll deductions and "kickbacks" in the payment of wages, and by applicable provisions of the Fair Labor Standards Act. Any questions concerning this requirement should be directed to the Owner's Representative.

f. Equal Opportunity

During the hiring of employees for the performance of work covered by these provisions, the Contractor shall not discriminate against any citizen in the employment of a person qualified and available to perform the work under a specific contract, by reason of race, color, religion, sex, age, disability, national origin, or ancestry. The Contractor shall not discriminate, intimidate, or retaliate against any employee hired for the performance of work governed by these provisions on account of race, color, religion, sex, age, disability, national origin, or ancestry. The Contractor shall include this equal opportunity clause in all subcontracts entered into under the terms of these provisions.

g. Minority/Disadvantaged Business Enterprises

It is the policy of the Local Authority to take affirmative action to ensure that minority and disadvantaged business enterprises are given the opportunity to participate in the provision of services required for federal grant programs administered by the Local Authority.

B. GENERAL PROVISIONS GOVERNING CONSTRUCTION

1. Preconstruction Conference

Prior to the start of work, the Resident Inspector will schedule a Preconstruction Conference with the Owner and the Contractor. At this conference, the starting date for work will be established, the sequence of work will be reviewed, special situations clarified, and Federal and State contract requirements identified. It is particularly important that the Owner be fully apprised of the extent of inconvenience that will be experienced as a result of elevation activities. A thorough discussion will take place as to the means of resolving any Owner/Contractor disputes that may arise.

2. Insurance

The Contractor shall procure and maintain at his own expense, and without additional cost to the Owner or County, until final acceptance of the work covered by the Contract, insurance for liability for damages imposed by law, of the kinds and in the amount as hereinafter provided. Insurance shall be obtained from insurance companies authorized to do work in the State of North Carolina and approved by the County, and it shall cover all operations under the Contract whether performed by the Contractor or by his subcontractors. Before commencement of the work, the Contractor shall furnish to the Resident Inspector certificates of insurance (two copies) in forms satisfactory to the County, and indicating compliance with the requirements of this section.

a. Insurance Coverage to be Provided:

Where coverage shown below is less than the State required statutory limits, the statutory limits shall govern. All the insurance policies and the insurers named therein shall be subject to the approval of the County.

- (1) Workers' Compensation Insurance - The policy shall cover the obligations of the Contractor under the current provisions of Federal and State Workers' Compensation Law for all operations under the Contract, whether performed by him or by his subcontractors, and including Employer's Liability coverage of at least 500,000 dollars per occurrence. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure and maintain such compensation coverage.

- (2) Contractor's Direct Bodily Injury Liability and Contractor's Direct Property Damage Liability
- i. Direct Bodily Injury Liability - The minimum amount of such insurance shall provide 1,000,000 dollars for injuries including death to any person or persons, on account of any one occurrence.
 - ii. Direct Property Damage Liability - The minimum amount of such insurance shall provide 1,000,000 dollars for any one occurrence and an aggregate policy limit of 1,000,000 dollars on account of all occurrences.
- (3) Automobile Liability for Bodily Injury and Property Damage - The same coverage shall be provided for claims arising out of the operation of owned, non-owned, and hired automobiles and trucks as is provided in the Direct Bodily Injury and Direct Property Damage policies.
- (4) Contractor's Protective Liability - The preceding Direct Bodily Injury and Direct Property Damage policies must be so written as to include contingent bodily injury and contingent property damage coverage for claims arising from the operations of a subcontractor.
- (5) Excess General and Automobile Liability - Umbrella liability insurance shall be provided in a minimum amount of 1,000,000 dollars.
- (6) Protective Bodily Injury Liability and Property Damage Liability Insurance - This policy shall be issued in the name of the Owner, the County, the Resident Inspector, and their successor or successors. The policy must cover the legal liability of the Owner, County, and the Resident Inspector (the insured), for damages on account of bodily injuries to the public and damage to the property of others caused by the work to be performed under the Contract, with respect to all operations by the Contractor and/or all his subcontractors, including omissions and supervisory acts of the Owner, the County, and its agents. In addition, the policy for this insurance must fully cover the legal liability of the County and the Resident Inspector (the insured), as County and agent, respectively. The limits of each shall be the same as specified above for Direct Bodily Injury and Direct Property Damage.

Whenever the estimated aggregate losses covered by the property damage insurance policies under 2, 4, and 5, above, equal or exceed fifty percent (50%) of the aggregate policy limit, as estimated or determined by the County, such policy shall, upon ten (10) days' written notice by the County, be endorsed to restore the initial aggregate policy limit or replaced by another policy having the same limit.

- (7) Builder's Risk. In an amount at least equal to the contract value, policy shall list the County as an additional insured party, and shall remain in effect for at least thirty (30) days following the issuance of a Certificate of Occupancy/Compliance.

b. Cancellation of Insurance:

- (1) Most Certificates of Insurance state under the cancellation clause that *"the issuing company will endeavor to mail 30 days' written notice to the . . ."* and *"but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives."* If Contractor's certificate states this, the words *"endeavor to"* and *"but failure to mail such notice shall impose no obligation or liability of any kind upon the*

Company, its agents or representatives” must be stricken in order to comply with the Contract Documents.

- (2) Policies shall not be changed or canceled until sixty (60) days’ written notice has been given to the County.

3. General Construction Guidelines

The Contractor will be expected to carry out the work activities in accordance with the overall project performance schedule established through negotiation with the Resident Inspector. All work will be conducted in a manner to minimize inconvenience to the Owner. If unavoidable delays are encountered, a time Change Order extending the completion date for completion of the entire bid package or for an individual unit shall be prepared and executed according to guidelines for Change Orders set forth herein.

The Contractor is expected to secure all necessary permits (elevation, building, plumbing, heating or electrical) and licenses before the start of work, to comply with all local on-site building inspection requirements, and to pay all permit fees as required by the local authority. Failure to obtain necessary permits will be grounds for the Resident Inspector to delay start of the work, but no time extension for contract completion will be given. In all operations connected with the work covered by these provisions, all federal, state, County, and local ordinances and laws controlling or limiting the actions of those engaged in the work must be respected and strictly complied with.

All plumbing (including gas lines), HVAC, and electrical work is to be performed by licensed subcontractors. These subcontractors will contact the local Building Inspector directly to arrange for inspection and approval of all finished plumbing, HVAC, and electrical work.

Materials shall be stored so as to ensure the preservation of their quality and fitness for the work. The Resident Inspector may be contacted for assistance in obtaining storage facilities for equipment and materials. Lawns or the structure shall not be used for storage purposes without the permission of the Owner. Storage of materials and equipment will be permitted only for the duration of the contract and removed prior to job closing. Further, any damage done to lawns or the structure resulting from storage of materials shall be corrected by the Contractor prior to job closing.

Clean-up and removal from the site of all debris and waste material resulting from the work shall be the responsibility of the Contractor who will, upon completion of work, and prior to job closing, leave the premises in broom-clean condition. All interior and exterior glass surfaces affected by the elevation work shall be scraped and washed.

When adjacent property is affected by any work done by the Contractor, it shall be the responsibility of the Contractor to take whatever steps are necessary to protect the adjacent property.

The Contractor is responsible for installation, maintenance, and removal of safety fencing at each construction site in accordance with Section 3.1.6 of the General Scope of Elevation Work.

Subcontractors shall be bound by the terms and conditions of the contract insofar as it applies to their work, but this shall not relieve the Contractor from full responsibility to the Owner for the proper completion of all work.

4. Default and Termination of Contract

- a. Declaration of Default - The Resident Inspector, acting as the Owner’s Representative, may declare default of contract for breach by the Contractor of any material term or condition of the Contract for Elevation Work. Material breach shall include, but shall not be limited to, the following:

- (1) Failure to begin work under the contract within the time specified.
- (2) Failure to provide workmen, equipment, subcontractors, or materials adequate to perform the work in accordance with the General Scope of Elevation Work.
- (3) Failure to comply with federal, state, or local regulations/program requirements.
- (4) Refusal to replace defective work.
- (5) Insolvency or bankruptcy; or failure to secure adequate financing to perform the work.
- (6) Failure to maintain satisfactory work progress in accordance with the approved project performance schedule.

- b. Notice of Default and Settlement of Payment Disputes - The Contractor shall be notified in writing five (5) working days in advance of the intention of the Resident Inspector to declare a Default of Contract. If the violation is not corrected during this period, or if a written protest outlining the Contractor's position is not received by the Resident Inspector within five (5) working days of receipt of the intent of the Resident Inspector to declare Default of Contract, the Resident Inspector shall terminate the Contract for Elevation Work.

Should the Resident Inspector elect to terminate an elevation contract, partial payment shall be made as follows: The Contractor shall present the Resident Inspector with an invoice summarizing labor and materials for work satisfactorily in place. The Resident Inspector will review the invoice and recommend payment based on his estimate of work items satisfactorily performed. In no case will the Resident Inspector authorize a partial payment after default by a Contractor that exceeds 15% of the Resident Inspector's base estimate for partial payment, regardless of invoice documentation by the defaulting Contractor. If no invoice is submitted for partial payment under default, the Resident Inspector will make partial payment based on the Resident Inspector's base estimate for work performed.

Complaints or protests concerning contract termination and partial compensation shall be handled in accordance with Section 18 of the Contract for Elevation Work.

All other contractual disputes shall be settled according to guidelines set forth in Section 18 of the Contract for Elevation Work.

- c. Termination by Contractor - The Contractor may request time and/or cost change orders as necessary due to unavoidable delays because of inclement weather, materials shortages, or unanticipated structural or site conditions. The Resident Inspector will recommend that the contract be terminated on the Contractor's behalf only under the following conditions:

- (1) It is impossible for the Contractor to obtain critical materials for completion of the contract within a practical time limit; or
- (2) It is impossible for the Contractor to comply with conditions of the contract due to inclement weather or unforeseen site conditions or unanticipated structural conditions, without a major change in contract scope and/or financial reimbursement.

- (3) It is impossible for the Contractor to complete work on a timely basis due to ongoing disputes with the Owner related to the Scope of Work, quality of workmanship, or other factors.

The Resident Inspector will consider petitions for termination of the Contract for the above reasons only upon receiving written documentation from the Contractor. Should the Resident Inspector elect to terminate a contract on behalf of the Contractor, partial payment shall be made according to guidelines for partial payment under Default of Contract.

- d. General Termination and Legal Remedies - The Contract for Elevation Work may also be terminated for additional reasons beyond the control of the Owner as outlined in Section 15 of the Contract for Elevation Work. In such case, Duplin County will serve as the Owner's Representative and will provide the Contractor with written notification of termination on behalf of the Owner. Settlement of damages accrued by either party shall be as outlined under Paragraph (b), above, and under Sections 15 and 18 of the Contract for Elevation Work.

5. Change Orders

No variation in the General Scope of Elevation Work, the Individual Unit Scope of Work, the Engineering Drawings, or the agreed construction schedule shall be made without a duly approved Change Order, regardless of whether or not any cost is involved. The Change Order will be prepared by the Contractor and the Resident Inspector, and then signed by the Contractor, the Owner, and the Resident Inspector. No work covered by the Change Order shall be done until a written notice to proceed with the Change Order is presented to the Contractor by the Resident Inspector. Any extra work done without written authority shall be considered unauthorized work done at the expense of the Contractor. Work so done may be ordered removed and replaced by the Resident Inspector at the Contractor's expense. In particular, the Contractor is cautioned not to perform Owner requests for additional work, including installation of specialty items, without preparation of a Change Order. Additionally, the County will not assume responsibility for any approved HMGP Program-financed work directly or indirectly affected by separate agreements between the Owner and Contractor performed during the contract period.

The Contractor is strongly advised to discuss the aforementioned requirements concerning Change Orders with all subcontractors, particularly carpenters, electricians, and plumbers/HVAC installers. Duplin County will not be held financially responsible for any agreements made between the Owner and the Contractor for improvements or modifications that are not included in the currently-approved Scope of Work. The Contractor should advise his subcontractors to discuss needed or requested changes in the Scope of Work solely with the Resident Inspector/Contractor and not to proceed with any modifications to the Scope of Work without verbal or written advisory directly from the Contractor and/or Resident Inspector following issuance of a properly-approved Change Order.

In some cases, Change Orders may be entirely or partially-financed by the Owner. Change Orders for Owner-financed work will be executed only if the County has received a certified check from the Owner for the entire amount of the Owner's contribution. These funds will be released to the Contractor upon approval of the Owner-financed work by the Resident Inspector. Change Orders for owner-financed improvements will only be negotiated or approved within sixty (60) calendar days following the Notice to Proceed for an individual Contract for Elevation Work.

6. Interim Inspections and Partial Payment

The Resident Inspector and the local Building Inspector will make visits to the job site. The Contractor will be expected to fully cooperate in the conduct of these inspections. If the Contractor is not on the job, he shall

designate a responsible person who is regularly on the job to discuss conditions with these authorized representatives.

The Contractor shall furnish agents of Duplin County with every reasonable opportunity for determining if the work is performed in accordance with the requirements of the Contract, particularly in cases where floor framing/foundation work is performed, or interior wiring or plumbing is to be retrofitted. If the local Building Inspector or Resident Inspector so request, the Contractor shall remove or uncover such portions of the finished work as directed. After examination, the Contractor shall restore said portions of work exposed and replace any unacceptable work at his expense.

If the Contractor removes or uncovers finished work at the request of the local Building Inspector or Resident Inspector, and inspected work is found to be acceptable, the Resident Inspector will execute a Change Order to cover the Contractor's additional expense only if the local Building Inspector or the Resident Inspector was notified and given at least two working days to inspect said work prior to the work being covered or finished.

Partial payment will be made within fourteen (14) calendar days following submittal of a partial pay request to the Resident Inspector. Final payment will be made as specified in Section 8., below.

7. Punch List Inspections

When the Contractor has substantially completed the elevation/retrofitting job, he shall contact the Resident Inspector to schedule a punch list inspection. The Resident Inspector will discuss any uncompleted or unsatisfactory work with him. A Contractor's punch list will be furnished to the Contractor.

Depending on the extent of the punch list, a second punch list inspection may be required, conducted on the same basis as listed above. The Resident Inspector will notify the Contractor if this second inspection is needed.

8. Final Inspection and Payment

Final inspections by the Resident Inspector and the local Building Inspector will be made before 100% payment is made. Upon completion of all work and the correction of all punch list deficiencies, full payment shall be authorized to the Contractor. Payment shall be made within fourteen (14) days following submission of final payment request to the Resident Inspector. The final payment request shall be accompanied by the following:

- Extermination Warranty and other manufacturers' warranties, including applicable warranties for substructure components and retrofitted/replaced utilities, duct work, etc.
- Materials and labor lien release signed by all suppliers and subcontractors.
- Certificates of compliance with final inspection from the Resident Inspector and the local Building Inspector (**Note: A certificate of occupancy is not necessarily required to process final payment for the HMGP elevation/retrofitting contract - additional repairs may be necessary under the terms of a separate rehabilitation contract prior to issuance of a certificate of occupancy by the local building inspector**).
- Certificate of proper re-installation of HVAC, chimney renovation, and re-installation of gas appliances, if applicable; certification of plumbing and electrical inspection.

All final pay requests must be accompanied by a certificate of inspection from the Resident Inspector certifying that the structure has been satisfactorily lowered on the new foundation, that the elevation contractor's materials and lifting equipment have been removed from the site, and that damage to adjacent property and unnecessary damage to utilities and structural components, siding, etc., at the elevation site has been repaired.

9. Contract Time and Liquidated Damages

All elevation or foundation/retrofitting work shall be completed within the time frame included in the agreed project performance schedule. The Contractor may establish any reasonable contract time for elevation or foundation/retrofitting for an individual unit; however, an overall contract time greater than 120 days for an individual unit will generally be considered excessive due to the owner's increased temporary relocation costs. The County realizes that particularly difficult elevation contracts may force a contractor with a record of satisfactory work progress to exceed the completion time limit in some cases. Therefore, if a contractor exceeds the contract time limit for a specific unit, the Resident Inspector reserves the right to hand-deliver or send by certified mail notification to the Contractor that a time extension has been granted, or notify the Contractor that liquidated damages in the amount of **\$200.00** per calendar day will be deducted from any payment due the Contractor beginning on the date following the currently-approved completion and extending to the date of final inspection and approval of the work. Liquidated damages for individual contracts exceeding approved time limits will be utilized to reimburse the County for additional inspection and administrative work associated with the increased construction time.

The Contractor may request, in writing, time extensions documenting reasons for work stoppages and delays beyond his control. However, the Resident Inspector will assess liquidated damages as outlined herein in full, unless written requests for time extensions are received and upheld or the contract is terminated in writing by the Owner/Owner's Representative or Contractor as outlined above.

10. Warranty and Guarantee Period

No performance bond or payment bond shall be required. However, the successful bidder will guarantee the work performed for a period of one year from the date of final acceptance of all work required by the Contract. Furthermore, the Contractor will furnish the owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.

When a complaint is received by the County from an owner, a warranty inspection will be made and a Warranty Punch List prepared for transmittal to the Contractor, if in the scope of the original Contract. In many instances the Contractor will receive the complaint directly from the Owner. In either case, the Contractor is expected to respond to the owner courteously and promptly. As soon as the work is done, the Contractor should notify the Resident Inspector.

Failure by the Contractor to perform warranty work within the time stipulated, including any written extensions of time, shall be a basis for withdrawal of contract awards and rejection of subsequent bids.

11. Performance Criteria

Failure to maintain the performance standards outlined below will result in rescission of current bid awards and/or termination of existing contracts, and possible exclusion from the active contractors' list.

- a) The Contractor must demonstrate an ability to accomplish work in accordance with the General Scope of Elevation Work (Section IV) and the 2018 NC State Residential Building Code as enforced by local authority. Particular attention will be given to the Contractor's timely completion of work.
- b) The Contractor must have a working record acceptable to the local governing board.
- c) The Contractor must perform warranty work in a timely and conscientious manner.

- d) Falsification or alteration of bid and/or contract documents will be grounds for termination of existing work and exclusion from the program.
- e) The Contractor must make regular payments to suppliers and subcontractors. The Contractor must ensure that liens are not filed against individual housing units, and that any liens or judgments against him are satisfied such that they do not affect his financial capability to accomplish elevation work.

A Contractor will receive written notification from the Resident Inspector prior to any negative action taken regarding his performance, and may appeal the County's actions in accordance with the written complaint procedure for the Duplin County HMGP project.

12. Hazardous Materials

The Contractor is cautioned that the Contract for Elevation Work specifically excludes the removal of asbestos building materials and holds the Contractor liable for any claims arising from asbestos removal by himself, his employees, or subcontractors. If asbestos building materials are in evidence during or following the actual jacking/elevation process, the Contractor must stop work immediately and contact the Resident Inspector, who will schedule an immediate inspection by a certified asbestos inspector. Duplin County has contractors available to perform required asbestos removal in an expedient manner to eliminate unnecessary work delays and expense to the Contractor as a result of asbestos hazards.

The use of lead-based paints for any interior or exterior use is absolutely prohibited.

13. Permit Information

For a list of requirements and costs associated with obtaining a building permit within Duplin County, contact:

Duplin County Building Inspections
P.O Box 950 (USPS)
209 Seminary Street (In-Person)
Kenansville, NC 28349
Phone: (910) 296-2124
Email: inspections@duplincountync.com

Section IV - General Scope of Elevation Work

(Revised March 2019)

GENERAL CONSTRUCTION INFORMATION

There are a number of publications concerning flood hazard mitigation in general, and elevation of structures in particular, available free of charge through the FEMA publications office. If the Contractor wants additional information concerning FEMA guidelines for hazard mitigation and elevation, he can contact FEMA via the telephone or Internet or by contacting the Resident Inspector.

The Resident Inspector is:
Insight Planning & Development, LLC 5030 New Centre Drive, Suite A Wilmington, NC 28403 Telephone: (910) 392-0060 E-mail: gmiller@insight-pd.com

As stated in the General Provisions, various items in the General Scope of Elevation Work refer to the 2018 NC State Residential Building Code. As indicated in the Elevation Contract, the 2018 NC State Residential Building Code and the General Scope of Elevation Work are incorporated into the Elevation Bid Documents by reference and will be considered to be the absolute reference for construction quality and detail by the Resident Inspector. Unless otherwise explicitly indicated on an Individual Unit Scope of Work and/or the Engineering Drawings, the General Scope of Elevation will be followed without variation. No verbal interpretations of the General Scope of Elevation Work will be made - changes in the General Scope of Elevation Work will be considered only if a signed Change Order documenting the changes is issued by the Resident Inspector. Additionally, all work included in the General Scope of Elevation Work will be performed in strict accordance with the 2018 NC State Residential Building Code as interpreted by local authority. If there is a conflict between the 2018 NC State Residential Building Code and the General Scope of Elevation Work/Engineering Drawings, the stricter requirement shall apply, unless the stricter requirement is waived in writing by the Resident Inspector or local Building Inspector.

The Program Administrator maintains a list of local and regional housemovers and other subcontractors required to complete a typical Contract for Elevation Work covered under this program. General contractors and housemovers are encouraged to develop working teams with local/regional subcontractors to allow expedient completion of all work items required.

Properly licensed subcontractors must perform all plumbing, electrical, and HVAC work required by the Scope of Elevation Work.

Local permitting/privilege license requirements are included in Section 13 of the "General Provisions."

A. SCOPE OF ELEVATION WORK

1 General Construction Guidelines

- 1.1** Prior to bid, contact the local Building Inspector or Resident Inspector to verify permitting requirements, the wind zone requirements, soils restrictions, and any local regulations pertaining to utilities and setback requirements. Have the Building Inspector inform you of any local restrictions that may be more restrictive than the State Building Code regarding the elevation of an existing dwelling. Obtain the necessary construction permits.

- 1.2 All work prescribed herein shall be performed in strict accordance with the 2018 NC State Residential Building Code as enforced by the local authority.
- 1.3 The bidder is advised that the units included in this bid package have been pre-inspected to assess the general feasibility for elevation and the general condition of the superstructure. **Repairs to the existing superstructure are not included in this General Scope of Elevation Work.** Structural repairs or upgrades may be required, and may be noted in the work write-up (individual unit bid form). However, undisclosed structural damage may exist, and the Contractor should report any undisclosed structural damage immediately to the local Building Inspector or Resident Inspector.
- 1.4 Accessory structural work not noted in the Individual Unit Scope of Work, as well as any other additional work requested by the Resident Inspector and not included in this General Scope of Elevation Work, shall be performed as a Change Order in accordance with all General Provisions and in strict accordance with the 2018 NC State Residential Building Code as enforced by local authority.
- 1.5 The Contractor shall visit and examine the house prior to construction, and shall satisfy himself that the house can be successfully elevated; i.e., that the house can be safely elevated off the existing foundation, supported throughout the construction period, and lowered onto the new foundation system without compromising the structural integrity of the house or causing aesthetic or functional damage. **The Contractor shall rely solely upon his own assessment of the individual house in this regard. The Resident Inspector makes no representation whatsoever as to the ability of the Contractor to properly elevate and support the structure during retrofitting.**
- If the Contractor has a concern related to structural integrity, he should inform the Resident Inspector in writing prior to the elevation or lowering and request an on-site meeting to review the scope of work and discuss his concerns.**
- 1.6 To the best of his ability, the Contractor shall assist the Resident Inspector with documenting the pre-construction condition of the house, including all visible exterior and interior walls, floors, roofs, ceilings, doors, windows, cabinets, fixtures, etc. The documentation may include written descriptions, sketches, still photographs and/or videographic recordings, and shall document existing damage of all types found. The record shall clearly indicate the location, type, severity and size of the damage.
- 1.7 Special Note: The Contractor shall discuss the lifting plan on-site with the Resident Inspector prior to elevation, and shall exercise caution and due diligence in devising a lifting plan that will eliminate unnecessary damage to existing utilities, landscaping, site improvements, and existing exterior siding and trim. The Contractor shall also exercise caution and due diligence in the disconnection and storage of ductwork, HVAC systems, and water and sewer connection lines.

2 Elevation

2.1 General

- 2.1.1 Transport elevation equipment/materials to site, obtain permits, submit environmental protection plan and provide the Resident Inspector with a construction schedule, including any work to be performed by subcontractors. Schedule should ensure that work items are completed in accordance with project time line.
- 2.1.2 If necessary, obtain temporary construction access rights from the adjacent property owner prior to commencing work, and restore disturbed areas to preconstruction condition. (The

Resident Inspector is available to assist the Contractor in obtaining temporary construction access.)

2.2 Landscaping

- 2.2.1 Clear and grub the areas adjacent to the structure, including removal of shrubs near the perimeter of the house, to allow access for demolition/elevation.
- 2.2.2 Perform pruning of adjacent trees as required to facilitate elevation work. Do not remove existing trees unless specifically outlined in Individual Unit Scope of Work.

2.3 Disconnection of Existing Utilities and Mechanical Systems

- 2.3.1 Disconnect and secure all electrical, telephone, natural gas and CATV/SATTV service lines to the house, including both overhead and underground electric lines to outbuildings, docks, yard lights, etc., as required to avoid damage during elevation procedures. Electric service to be disconnected as required by the local electric service provider.
- 2.3.2 Disconnect water and sewer service lines and protect from contamination during elevation procedures, as advised by local authority. **If existing connection lines are to be upgraded and/or reconnected instead of replaced, support service lines as unit is elevated. The Contractor is responsible for repair of damage to existing water and sewer connection lines due to improper support.**
- 2.3.3 Disconnect any existing oil or LP/natural gas tanks and remove to avoid damage during elevation procedures.
- 2.3.4 If existing HVAC ductwork is to be reinstalled following elevation, remove and store, or secure, all HVAC ductwork in crawl space as required to facilitate elevation work. Remove and store, or properly elevate and secure (until construction of new platform by Contractor), all exterior HVAC units. Disconnect and secure or store all other interior/exterior gas/oil/electric heating equipment as required to accommodate elevation. This work item includes draining and proper disposal of HVAC coolant and/or unstored fuel oil as required by local authority. Heating and cooling units should be handled to minimize damage. Disconnection of refrigerant lines should be done with a tubing cutter to minimize metal filings.
- 2.3.5 If existing water and sewer connection lines are to be reinstalled or reconnected following elevation, remove and store, or secure, existing water and sewer connection lines and other piping/wiring within the crawlspace as necessary to accomplish elevation and construction of new foundation. Piping should be cut with a tubing cutter to minimize damage.
- 2.3.6 Secure or remove and store all window air conditioning units to eliminate damage during elevation.
- 2.3.7 Secure and disconnect water heater if necessary to accommodate elevation.
- 2.3.8 **It is the Contractor's responsibility to ensure proper storage and protection of all HVAC equipment and ductwork and other disconnected utilities during the elevation process, if**

such HVAC equipment and utilities are to be reconnected and upgraded to meet local building code requirements.

2.3.9 It is the Contractor’s responsibility to check and document the pre-elevation operating condition of all service connections to be impacted by the elevation process. If existing utilities are to be reconnected instead of replaced, it is the Contractor’s responsibility to assure proper operation in accordance with the direction of the local Building Inspector, unless the Contractor has clearly documented that a service connection is non-operational, damaged, or non-Code-compliant prior to elevation. In such a case, the Owner will be responsible for the necessary service upgrade.

2.3.10 Flag and properly protect exterior propane tanks, water wells/pump houses, septic tanks, septic drainfield, and septic distribution box during the elevation process.

2.4 Excavation

Excavate existing topsoil and subsoil as required to provide access for jacking/elevation. Deposit in storage piles for later use. Provide appropriate erosion and sediment control for disturbed areas and stockpiles.

2.5 Demolition

2.5.1 Remove existing siding; structural sheathing; portions of floor/wall framing; brick, CMU, cast-in place concrete, metal, or timber piers; pilings; foundation walls; concrete footings; porch and deck foundations (as specified in the “Elevation” section of the Individual Unit Scope of Work); and debris to the extent required to allow elevation of the house. **Unless outlined in the Individual Unit Scope of Work or otherwise approved by the Resident Inspector and stipulated by Change Order, existing concrete footers and slabs will be abandoned and will not be used for supplemental support.**

2.5.2 Legally dispose of all demolition material off-site.

2.6 Elevation

2.6.1 Elevate the main structure and all masonry chimneys and attached porches, decks, carports, and garages to the post-elevation height indicated on the “Elevation” section of the Individual Unit Scope of Work for the specific residence, with noted exceptions/additions. **Special Note:** The Individual Unit Scope of Work specifies the final post-elevation finished floor elevation for the main structure. Title 44 of the Code of Federal Regulations, Section 60.3, and the 2018 NC State Residential Building Code require that all mechanical, electrical, plumbing, and other service equipment be installed above the design (base) flood elevation. The Contractor is responsible for ensuring that the proposed elevation height is sufficient to ensure compliance with those requirements and that Section C of the Final Elevation Certificate indicates that all existing and new mechanicals and utilities are located above Base Flood Elevation. If the proposed elevation height will not allow compliance with those requirements, the Contractor(s) should advise the Resident Inspector and execute a change order to provide an appropriate finished floor elevation.

2.6.2 It shall be the Contractor’s sole responsibility to select the means and methods to be used in elevating the structure and to design, furnish, and install the lifting system including all

necessary hardware, beams, supports, bracing, temporary framing, etc., necessary to safely elevate the house off of its existing foundation, support the house in an elevated position during construction, and lower the house onto its new foundation system.

- 2.6.3 The Contractor shall coordinate the design of the lifting system to assure efficient and adequate design and construction sequencing of the new foundation system. The Elevation Contractor shall be responsible for informing the Foundation and Retrofitting Contractor of any modifications to the new foundation system that he may propose to facilitate his intended lifting system. The Elevation Contractor should bid each slab-on-grade unit assuming that the elevation method proposed or drawings referred to on the Individual Unit Scope of Work will be utilized. If the Elevation Contractor recommends an alternative to the elevation method proposed for bid of slab-on-grade units, he must closely coordinate his alternative proposal with the foundation and retrofitting contractor due to the obvious impact an alternative elevation method will have on foundation/floor framing costs. Any such changes in proposed elevation/foundation method must be approved by Change Order.
- 2.6.4 The lifting and support system shall provide sufficient vertical and lateral support and bracing to safely support and maintain the structural integrity of the house during all phases of the work, until such time as the new foundation is complete in all respects and the house is fully attached thereto. **The Contractor assumes sole responsibility for verifying that the elevated structure can be properly lowered and attached to the new foundation without structural damage. If the Contractor has concerns about the integrity of the new foundation or subflooring system, he should contact the Resident Inspector and/or the Resident Inspector immediately to discuss his concerns.**
- 2.6.5 Following notification from the Foundation and Retrofitting Contractor, and within the time frame specified in the agreed project performance schedule, the Elevation Contractor shall lower the house to the new foundation. The Elevation Contractor shall remove all lifting beams and cribbage to minimize damage to the finished foundation, floor framing, and superstructure. The Elevation Contractor shall work with the Foundation and Retrofitting Contractor to ensure that the house is properly seated and level on the new foundation. The Elevation Contractor will then remove all lifting equipment, hardware, beams, supports, etc., for the work site.
- 2.6.6 Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Any dirt or mud that is tracked onto paved or surfaced roadways shall be cleaned away. Materials resulting from demolition activities that are salvageable shall be stored within the Contractor's designated storage area. Stored material not in trailers, whether new or salvaged, shall be neatly stacked when stored.

3 Construction of New Foundation

3.1 General

- 3.1.1 For a unit requiring detachment from the existing slab prior to elevation, the Contractor's bid for that unit shall include the cost of removal of all existing floor finish materials, regardless of whether or not the existing slab is demolished.
- 3.1.2 **The Contractor is requested to contact the Resident Inspector prior to layout of the new foundation for slab-on-grade units, to ensure that the pier spacings illustrated on the**

unit-specific drawings are adequate for support. The Contractor is responsible for installation of the structural wood flooring and for installation of specified floor finishes. Any additional structural support deemed necessary by the Resident Inspector or local Building Inspector during construction of the new foundation/floor system when an existing slab is detached must be approved by Change Order.

- 3.1.3** The Contractor shall notify the Resident Inspector as soon as the house is elevated and secure, and prior to commencement of work on the new foundation, he shall request the Resident Inspector to examine the existing floor framing system. The Resident Inspector will examine the dimensions, member sizes, and spacing and general condition of the existing floor framing system. The Resident Inspector will then consult with the local Building Inspector concerning any visible damage and any necessary structural modifications to ensure compliance with the 2018 NC State Residential Building Code.

The Contractor has total responsibility for the means and methods used in performing the foundation and retrofitting work, and the local Building Inspector is responsible for verifying compliance with the 2018 NC State Residential Building Code.

- 3.1.4** Arrange for temporary electrical service (Contractor's option at his sole expense).
- 3.1.5** Transport equipment/materials to site, obtain permits, submit environmental protection plan (with assistance from the Resident Inspector), devise work plan, and arrange/schedule subcontract work.
- 3.1.6** **Site Safety:** Within 24 hours following the elevation of each unit, the Contractor shall furnish and erect temporary project safety fencing at the work site. The safety fencing shall be a high visibility orange-colored, high density polyethylene grid or approved equal, a minimum of 42" high, supported and tightly secured to posts located on maximum 10' centers, constructed at the approved location. The safety fencing shall be properly maintained by the Contractor during the life of the work at each site and, upon completion and acceptance of the work, shall become the property of the Contractor and shall be removed from the work site. **The requirement for safety fencing shall be waived only by written Change Order.**
- 3.1.7** Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Any dirt or mud that is tracked onto paved or surfaced roadways shall be cleaned away. Materials resulting from demolition activities that are salvageable shall be stored within the Contractor's designated storage area. Stored material not in trailers, whether new or salvaged, shall be neatly stacked when stored.
- 3.1.8** General Retrofitting Note: As noted in Section 1.7, the Contractor should perform a pre-elevation site visit and follow-up visits with the Elevation Contractor and the Resident Inspector to review the lifting plan and the pre- and post-elevation condition of the existing utilities, landscaping, exterior trim/brick veneer, exterior and interior door and windows, gutters/downspouts, etc. The Foundation and Retrofitting Contractor should work with the Elevation Contractor to define ways to minimize damage during the elevation process, **because the prime requirement of the retrofitting process, as further defined herein within individual specifications, is that all exterior trim/siding, interior/exterior doors, windows, utilities, gutters/downspouts, garage slabs, and driveways/sidewalks be restored to pre-elevation condition operating order prior to issuance of a certificate of**

compliance. In some cases, this effort may require significant reconstruction of existing connection/supply/discharge lines, site improvements, and woodwork.

3.2 Demolition

Legally dispose of all demolition materials off site.

3.3 New Footings

Excavate, install form work as required by site conditions, and place reinforcement and concrete footings for new porch/deck framing/masonry walls (as specified) and **concrete pads for new access stairs** as specified in the Engineering Drawings. This work shall also be performed in strict accordance with the requirements of the 2018 NC State Residential Building Code, as enforced by local authority. The stricter standard (Engineering Drawings or 2018 NC State Residential Building Code as interpreted by local authority) shall apply.

3.4 New Foundation Walls and Piers

3.4.1 For units with exterior siding, installation of new perimeter foundation wall includes installation of a treated or durable wood, vinyl, or other approved skirting board/strip to cover the new mud sills, painted or finished to provide an appropriate match to the existing siding material.

3.4.2 The Contractor is advised that he assumes primary responsibility for ensuring that the elevated superstructure is properly bonded to the new superstructure, including all necessary shimming, floor framing modifications, tie-downs, strapping, etc., required to ensure the full structural integrity for the interface between the finished foundation and floor framing system. The Elevation Contractor is responsible for properly lowering the house and removing cribbing and lifting beams to minimize damage.

3.4.3 Lay masonry units with full mortar coverage on all horizontal and vertical joints. All exposed joints shall be tooled concave. Clean masonry as work progresses.

3.5 Termite Treatment

Treat the elevated substructure for termites. A certified structural pest control contractor shall perform this work item, and a three-year written warranty against infestations or reinfestations of the elevated structure by subterranean termites shall be provided to the homeowner.

3.6 Floor Framing System

3.6.1 If the Individual Unit Scope of Work calls for construction of a new floor system when the superstructure is detached from an existing slab, the new floor system shall be constructed in accordance with the engineering drawings referenced in the Individual Unit Scope of Work, and the 2018 NC State Residential Building Code, including construction of the structural flooring, **New Floor Coverings (See Section 6 of this General Scope of Elevation Work)**, and reconstruction of all plumbing and mechanical fixtures removed prior to elevation.

3.6.2 After the Contractor has lowered the house onto the new foundation system, provide and install hardware to anchor the existing or new floor system to the new foundation as

indicated on the Engineering Drawings and in accordance with the 2018 NC State Residential Building Code.

- 3.6.3 Access doors must be constructed of at least 2" x 6" pressure-treated framing and 3/4" thick pressure-treated plywood, including pressure-treated door stops around entire perimeter, T-strap hinges, and a latch capable of being secured with a padlock. Access opening shall be a maximum allowable 36" in area, unless otherwise approved prior to installation due to clearance limitations. Do not paint access door unless non-treated wooden door is approved by the Resident Inspector.

3.7 Landscape Features

Grade, mulch, and seed all areas of the entire property disturbed by the elevation/construction activity. Place approved non-structural fill material to ensure positive drainage under home and away from the perimeter of the elevated structure as specified by Engineering Drawings. Eliminate any new ponding around driveways, porches, and walkways caused by elevation activity.

3.8 Miscellaneous Repairs

- 3.8.1 Perform all carpentry work in accordance with the 2018 NC State Residential Building Code.
- 3.8.2 Restore all driveways, sidewalks, carport slabs, garage slabs, and patio/deck slabs to preconstruction condition unless demolition is specified on the individual unit bid form.
- 3.8.3 Replace or repair any CMU walls, siding, trim, or other structural/non-structural woodwork damaged during the elevation/construction process, and finish to match existing woodwork as best as possible.
- 3.8.4 All exterior and interior doors and windows are to be planed, shimmed, and repaired as necessary to restore them to pre-elevation operating condition.
- 3.8.5 Restore existing gutters, downspouts, and awnings to pre-elevation condition, and extend downspouts to proper length with appropriate turnout. The homeowner shall provide splash boards or other desired extensions at ground level.

3.9 Insulation

Install floor insulation to **provide an R-19** rating factor under entire heated floor area and secure with tiger teeth or another approved method to ensure uniform support throughout floor area.

4 Utility Retrofitting

- 4.1 Provide all necessary labor, materials, tools, and equipment to extend and reconnect pre-elevation utility services to the elevated structure in accordance with appropriate local residential construction standards, including electrical; telephone; TV antenna; CATV/SATTV; above ground and underground connections to outbuildings, docks, yard lights, etc.; natural gas; water; and sanitary sewer. Coordinate all required inspections and utility company/department work, and pay all associated fees and charges. **It is the Contractor's financial responsibility for reimbursement of any third-party expenses incurred by the Owner for relocation of existing utilities such as natural gas tanks or cable television/telephone service, or fees for water/sewer disconnects/reconnects.**

- 4.2 **Contact the local Building Inspector and/or electrical service provider prior to relocation of the existing electrical meter and weatherhead, and relocate/retrofit as required by local authority. Electrical panels shall only be relocated if specified in the Individual Unit Scope of Work.**
- 4.3 **Reconnect or replace** all pre-existing water/sewer/gas piping and wiring within the crawlspace that was disturbed by the elevation work and restore proper pre-elevation working order to all pre-existing plumbing and electrical fixtures. **Special Note: It is the responsibility of the Contractor to ensure that all reconnected and new plumbing connection and service lines and electrical wiring located in the finished crawlspace or otherwise damaged or disconnected as a result of the elevation process meet the requirements of, and are installed in accordance with, the CURRENT STANDARDS of the NC Residential Building Code and function properly without vibration, water hammer, leaking, backup, or potential hazard to the occupant.**
- 4.4 **Reconnect or replace** all existing HVAC equipment/ductwork that was disturbed by the elevation work and restore proper pre-elevation working order in accordance with CURRENT STANDARDS of the NC Residential Building Code. **Note: This item of work includes elevation of any existing outdoor HVAC equipment to an elevation consistent with new construction requirements of the local Building Inspector (minimum one foot of freeboard above BFE). This item of work also includes elevation/proper support of window air conditioning units that were supported on the house exterior prior to elevation.**
- 4.5 Reconnect/extend service lines to any existing oil or LP/natural gas tanks that were disturbed by the elevation work and restore to pre-elevation working order.
- 4.6 Service water heater as required to restore proper pre-elevation working order.
- 4.7 Service space heating/cooling equipment that was disturbed by the elevation work and restore to pre-elevation working order.
- 4.8 Remove any temporary electrical service.
- 4.9 **Prior to restoring electrical service to the dwelling, the Contractor shall back-feed the dwelling unit off an electrical generator to ensure that each circuit is in proper working order.**
- 4.10 Refer to Section 2.3.9 concerning documentation of substandard service connections prior to elevation.

5 Access Retrofitting

- 5.1 Following elevation and preparation of footings as noted under Section 3.3, construct new wood framing or masonry support and decking systems to replace existing porches and decks in accordance with the Individual Unit Bid Form and the Engineering Drawings, in compliance with the 2018 NC State Residential Building Code.
- 5.2 Following elevation and preparation of concrete landing pads as noted under Section 3.3, construct new stairs and railings at reconstructed post-elevation accessways in accordance with the 2018 NC State Residential Building Code and any specific requirements outlined in the Individual Unit Scope of Work and Engineering Drawings.
- 5.3 All wood components of new access railings, steps, and decks are to be pressure-treated wood.

- 5.4 **Replacement steps for existing porches or decks that are elevated with the main structure are to be the same width as the pre-existing steps unless otherwise noted on the Individual Unit Scope of Work.**

6 Floor Coverings/Fixture Re-Installation (Slab-on-Grade Units)

- 6.1 **New Vinyl Floor Covering:** Where specified on the Individual Unit Scope of Work, new vinyl floor covering shall be FHA-approved, equivalent to or better quality than the no-wax "Epic" or "Toughguard Initiator" series manufactured by Armstrong with a minimum thickness of .065" of printed construction. Vinyl floor covering shall have a mildew resistant rearguard protection and shall be scuff resistant. **Note:** A manufacturer's warranty and specification sheet is required to be turned in to the Resident Inspector along with all other project warranties prior to close-out. Prior to installation of new vinyl floor covering, install new wood or composite 4" baseboard. Following installation, install new composite or wood 3/4" shoe moldings (wood shall be painted or varnished prior to installation). Miter and cope all corners and joints. Reinstall any plumbing fixtures removed prior to elevation. Thoroughly clean floor to remove any adhesive, manufacturer's marks, scuff marks, and dirt.
- 6.2 **New Carpet:** Where specified on the Individual Unit Scope of Work, new carpeting shall be installed by an approved professional installer in accordance with manufacturer's instructions. Carpet shall be FHA-approved 28 oz. nylon with a stain guard protection, shall carry a minimum of a 10-year warranty, and shall be installed with the appropriate pad; minimum thickness of carpet pad shall be 3/8". **Note:** A manufacturer's warranty and specification sheet is required to be turned into the Resident Inspector along with all other project warranties prior to close-out. Pattern and color shall be selected by the Owner from among four samples. Selection shall be limited to a maximum of two color choices per dwelling. Installation of carpet shall include installation in closets unless otherwise specified. Prior to installation of new carpet, install new 4" composite or wood baseboard (wood shall be painted or varnished prior to installation). Miter and cope all corners and joints. Reinstall any plumbing fixtures removed prior to elevation. Vacuum/clean new carpet to remove dirt and debris.
- 6.3 **New Laminate Flooring:** Where specified on the Individual Unit Scope of Work, new laminate flooring shall be installed in accordance with the manufacturer's instructions and shall be equivalent to the "Swiftlock" laminate floor manufactured by Armstrong. Installation includes underlayment pad. The Contractor shall provide the Resident Inspector with the manufacturer's specification sheet and installation instructions prior to installation of laminate flooring systems. Prior to installation of new laminate floor covering, install new wood or composite 4" baseboard. Following installation, install new composite or wood 3/4" shoe moldings (wood shall be painted or varnished prior to installation). Miter and cope all corners and joints. Reinstall any plumbing fixtures removed prior to elevation. Thoroughly clean floor to remove any adhesive, manufacturer's marks, scuff marks, and dirt.
- 6.4 **New Ceramic Tile Floor Covering:** Where specified on the individual Unit Scope of Work, provide new ceramic or porcelain tile covering meeting ANSI A137.1 for standard grade tile. Provide Daltile, or approved equal, ceramic or porcelain tile that closely matches the existing tile type, size, thickness, and color/texture of the existing tile in the applicable room(s) or areas where tile currently exists. For bidding purposes, assume tile series to equal or exceed Daltile Ceramic Tile - Brancacci Floor Series or Daltile Porcelain Tile - Fidenza Series.

Installation: Tile installation shall comply with the Tile Council of North America (TCNA) Tile Installation Handbook for tile placed on a double layer of exterior grade plywood. In bathrooms,

Kitchens, and Utility Rooms (areas subject to frequent or periodic wetting), provide 2" thick cementitious backer units for use as tile substrate instead of the upper layer of plywood substrate. OSB floor sheathing is not permitted as sheathing or substrate in any of these areas.

Substrate: See detail S-14 on sheet D-3 for floor sheathing and subflooring size and placement requirements.

Membrane Materials: As dictated by Manufacturer and/or TCNA Tile Installation Handbook for type tile and location placed.

Shower Pans: Provide shower pans or approved membranes where applicable.

Marble Thresholds: Install marble thresholds where indicated, in a manner similar to that of the ceramic tile floor. Provide thresholds full width of the opening. Install head joints at ends not exceeding 1/4 inch in width and grouted full.

Provide expansion joints in floor expanses greater than 20 feet.

Prior to installation of new ceramic tile, install new wood or composite 4" baseboard. Following installation, install new composite or wood 3/4" shoe moldings (wood shall be painted or varnished prior to installation). Miter and cope all corners and joints. Reinstall any plumbing fixtures removed prior to elevation. Thoroughly clean tile floor to remove any adhesive, manufacturer's marks, scuff marks, and dirt.

Prior to purchasing tile, submit specification sheet and, if requested, a color chart to Resident Inspector for approval. A manufacturer's warranty and specification sheet is required to be turned in to the Resident Inspector along with all other project warranties prior to close out.

7 Post-Elevation

- 7.1 Prior to a request for a Certificate of Compliance, the Contractor, at his sole expense, shall provide the Resident Inspector with a post-elevation elevation certificate in a format acceptable to the local Building Inspector.**

END OF GENERAL SCOPE OF ELEVATION WORK

Section V - Sample Contract

DUPLIN COUNTY HAZARD MITIGATION GRANT PROGRAM (HMGP) Contract for Elevation/Reconstruction Work (Revised July 2018)

THIS AGREEMENT, made this ___ day of _____, 20 ____, by and between _____, hereinafter called the "Contractor," and _____, hereinafter called the "Owner," WITNESSETH, that the Contractor and the Owner for the consideration stated herein mutually agree as follows:

- 1) **STATEMENT OF WORK.** The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment, and services, and perform and complete all work required for (check A. or B., as applicable):

_____ A. Elevation

_____ B. Foundation and Retrofitting

and/or repairs in an efficient and workmanlike manner on the property known as _____, PIN: _____, all in strict accordance with General Provisions and applicable provisions of the General Scope of Elevation Work included in the Instructions to Bidders, all of which are incorporated herein by reference, and which the Contractor by execution of this Contract acknowledges that he has received, all of which form a part of this Contract as fully as if they were herein repeated.

- 2) **OWNER'S REPRESENTATIVE.** Duplin County (hereinafter called "the County" or the "Owner's Representative"), shall serve as the representative of the Owner, responsible for the contract administration and inspection of the elevation work covered by this Contract, and is bound by this Contract only to the extent referenced herein, and to the extent referenced in the General Provisions and the Scope of Elevation Work included in the Instructions to Bidders.

The Owner hereby agrees to indemnify and hold harmless the County and the project management consultant, Insight Planning & Development, LLC, against any and all loss, cost, damage, charge, liability, or expense, including court costs and attorney fees, which it may sustain or be put in issue of, as a result of the elevation of the referenced property. The Owner understands that liability for any damage to the referenced property or to third parties resulting from the elevation process rests entirely with contractors responsible for the actual elevation/retrofitting and with professional consultants (engineer/surveyor/asbestos inspector, etc.) who provide direct professional opinions concerning the ways and means of elevation/retrofitting to the County, and that such liability is limited to the extent identified by their respective contractual agreements with the County.

The Owner's Representative assumes no responsibility for negotiation, supervision, scheduling, or on-site inspection of elevation work agreed to by the Owner and Contractor that is outside of the Scope of Elevation Work included in the Bid Specifications for this Project. Moreover, the Owner and Contractor indemnify the Owner's Representative and all agents of the Owner's Representative against all suits or claims arising out of the Contractor's performance under the terms of any Agreement between the Owner and Contractor relating to elevation work outside of the Scope of Elevation Work included in the Bid Specifications for this Project.

- 3) **CONTRACT PRICE.** The Owner will pay the Contractor from funds awarded and administered through the County for performance of the Contract, the sum of _____ (\$ _____), for the elevation and/or foundation and retrofitting work listed herein.

- 4) **METHOD OF PAYMENT.** Partial and final payment to the Contractor shall be made as specified in Sections A.06 and A.08 of Section III-General Provisions, included in the Instructions to Bidders. The Contractor, by execution of this Agreement, will hold the Owner, and Owner's Representative, harmless from all claim or liens for labor or materials furnished or used in the performance of the work covered by this Contract, whether furnished or used by the Contractor or any subcontractor.

- 5) RETAINAGE AND GUARANTEE. The Contractor will guarantee the work performed for a period of one year from the date of final acceptance of all work required by the Contract.

The Contractor acknowledges that he is bound by the conditions and guidelines outlined in the General Provisions of the Instructions to Bidders concerning any warranty work and the warranty retainage.

- 6) TIME FOR COMPLETION. Both the Elevation and the Foundation/Retrofitting Contractor shall commence the work covered by this Contract within **seven (7) calendar days** of receipt of a Formal Notice to Proceed and shall complete the work within **one hundred twenty (120) calendar days** following commencement of work. Failure to commence or complete the work for this unit as required shall be considered a material breach of this Contract unless the Owner's Representative grants a time extension because of extenuating circumstances beyond the Contractor's control. If the Contractor fails to complete the work outlined herein within the time slated for completion, liquidated damages in the amount of two hundred dollars (\$200.00) per calendar day shall be assessed as outlined in the Instructions to Bidders. The Contractor understands and acknowledges that the requirements of this contract clause do not apply to the overall project performance schedule, only to this individual Contract.

- 7) CARE OF WORK. The Contractor shall exercise proper precaution at all times and shall be responsible for all damages to persons or property, either on or off the premises, that occur as a result of his fault or negligence in connection with the prosecution of the work. The Contractor shall be responsible for the proper care and protection of all work performed until completion and final acceptance. The Contractor will not be held liable for damages to furniture, personal belongings, etc., that occur during transport in or out of the working area or storage if such transport/storage is performed by the Contractor under the authorization of a written change order, as outlined in Attachment "A," Preconstruction Agreement.

- 8) INDEMNIFICATION OF OWNER AND OWNER'S REPRESENTATIVE. The Contractor will indemnify the Owner, the Owner's Representative, and all agents of the Owner's Representative against all suits or claims arising out of Contractor's performance of his duties under this Contract, regardless of who makes the claim or whether the claim is based on the alleged negligence of Contractor. Contractor will defend such actions at its own expense, including attorney's fees, and will satisfy any judgment rendered against the property owners or Agency in any such action.

The Contractor shall indemnify and save harmless the Owner, the Owner's Representative, and agents of the Owner's Representative from liability for any injury or damages to persons or property resulting from his prosecution of work under this Contract, including all work performed by his subcontractors. The Contractor shall, at all times, comply with all applicable laws, ordinances, regulations, orders and decrees, and shall protect and indemnify the Owner, the Owner's Representative, and agents of the Owner's Representative against all claims, loss, damage, injury, fines, penalties, and costs - including court costs and attorney's fees, charges, liability and exposure, however caused - arising from or based on the violation of any law, ordinance, regulation, order or decree, whether by himself, or his employees and his subcontractors, or in any way connected with the Contractor's negligent performance or nonperformance of the terms of the Contract.

The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, equipment, personnel, taxes, and permit fees and obtain the business licenses necessary to perform under the terms of this Contract in Duplin County. The Contractor will be responsible for all OSHA safety regulations and fines that may occur due to the negligence on the Contractor's part.

Any unusual, concealed or changed conditions are to be immediately reported to the Owner's Representative. The Contractor shall be responsible for the protection of existing utilities, roads, adjacent buildings, and other permanent fixtures. Any unnecessary damage will be repaired at the Contractor's expense.

- 9) **INSURANCE AND INDEMNIFICATION OF CONTRACTOR.** Contractor shall carry or require that there be carried Workers' Compensation Insurance for all of his employees and those of his subcontractors engaged in work at the site, in accordance with State Workers' Compensation Laws (Chapter 97, North Carolina General Statutes). The Contractor shall carry liability and automobile insurance, as outlined in the General Provisions of the Instructions to Bidders, and submit a certificate of coverage prior to the commencement of work. Additionally, the Contractor assumes liability for the actions of all of his employees and subcontractors involved in the execution of work covered by this Contract, and assumes total responsibility for ensuring that his subcontractors carry liability insurance satisfactory to indemnify himself from damage or injury caused by their negligence. Failure to maintain the insurance shall be grounds for termination of the Contract.

The Contractor is advised that he bears the financial responsibility for replacement of materials and equipment stored on site that are stolen or damaged during construction, and for damage to improvements made under the terms of this agreement due to vandalism, mishap, wind, high water, or fire. The Contractor is strongly encouraged to carry Builder's Risk insurance in an amount satisfactory for reimbursement of damage to work underway, particularly during hurricane season. The Owner shall indemnify and hold harmless the Contractor for damage to the existing structure due to vandalism, mishap, wind, high water, or fire that occurs while this agreement is in effect, provided that such damage is not the result of the Contractor's negligence. Additionally, the Owner shall indemnify and hold harmless the Contractor for minor cracking and separation of exterior siding or brick/masonry joints or interior ceramic, brick/masonry joints, plaster, or drywall finishes that occurs during properly supervised elevation of dwellings not constructed to current NC State Building Code requirements. The Owner's Representative shall provide videographic and photographic documentation of the pre-elevation condition of the structure to both parties to this Contract in the event of a dispute concerning damage to exterior or interior surfaces.

- 10) **CONSTRUCTION MATERIALS.** Unless specified in the work write-up, all building materials or fixtures used for repair or new construction shall be new and of a type specified in the current General Scope of Elevation Work. Any material or fixture demolished, removed or replaced during the course of construction shall become the property of the Contractor and shall be disposed of at a site away from the homeowner's property, in accordance with Grant environmental standards, unless otherwise agreed by the Owner and Contractor and documented prior to execution of this Contract.
- 11) **ENCUMBRANCES.** The Owner shall not encumber the property or make any conveyance of the property without the written consent of the Contractor and Owner's Representative while this Contract is in force.
- 12) **LOCAL BUILDING INSPECTION COMPLIANCE.** The Contractor and his subcontractors are expected to secure all necessary local building inspection permits, privilege licenses, etc., required to perform residential elevation work prior to commencement of construction; to inform the local building inspector of work progress; and allow the local building inspector access to working areas to inspect work in progress as outlined in the Instructions to Bidders and as prescribed by local regulations and routine.
- 13) **RESPONSIBILITIES OF OWNER.**
- A) The Owner and his Tenant, if any, will cooperate with the Contractor to facilitate the performance of the work, including storage of valuables and the removal and replacement of rugs, curtains, coverings, and furniture, as necessary, as outlined in Attachment "A," Preconstruction Agreement.
 - B) Any work items to be performed by the Owner, i.e., "sweat equity" work, shall be performed in strict compliance with Sections 6, 7, 10, 12, 14 and 18 of this Contract. These work items, if applicable, are outlined explicitly in an attachment to the work write-up. The Owner shall save harmless and indemnify the

Contractor and the Owner's Representative from liability or any injury or damages to persons or property resulting from his prosecution of "sweat equity" work under this Contract.

- C) No repairs for damage insured by public or private agencies, or repairs reimbursed by grants from public agencies, private individuals, or non-profit entities, will be made under the terms of this Contract or through any alternative flood relief/rehabilitation grant Grant managed by the Owner's Representative.
 - D) The Owner is responsible for obtaining a Certificate of Compliance from the Owner's Representative following completion of the work covered by this Contract. Terms of payment to the Contractor are not limited by the suitability of the post-elevated structure for occupancy, or the compliance of the superstructure with Duplin County's interpretation of building code ordinances and policies. On behalf of the Owner, the Owner's Representative will provide assistance necessary to obtain a Certificate of Compliance, provided that such assistance is not a duplication of benefits.
 - E) The Owner may not carry out any repair work on the referenced structure while the elevation/foundation/retrofitting work covered by this Contract is underway without the approval of the Owner's Representative.
 - F) The Owner understands that in the event of the Elevation Contractor's violation of the terms of the Contract for Elevation Work, the Contract for Elevation Work can be terminated by joint consent of the Owner and Owner's Representative, or by the Owner's Representative at its sole discretion. Through execution of this Agreement, the Owner's Representative agrees to provide the Owner with an elevated and retrofitted structure in compliance with the Contract documents and codes described herein, regardless of non-performance of the original elevation Contractor of record. Conversely, the Owner hereby certifies and agrees that he recognizes the County's responsibility to complete the elevation and retrofitting work on this structure required by the terms of the County's written grant agreement with the North Carolina Division of Emergency Management, and agrees that the County may procure alternative services defined in this section and complete the work prescribed by the Contract for Elevation Work at its sole discretion without interference by the Owner.
- 14) **WRITTEN CHANGE ORDERS.** No changes concerning the work to be performed under the terms of this Contract shall be made without a duly approved Change Order, regardless of whether or not any cost is involved. The Change Order will be prepared by the Contractor and the Owner's Representative, and then signed by the Contractor and Owner. No work covered by the Change Order shall be done until a duly executed and approved copy is returned to the Contractor. Any extra work done without written authority shall be considered unauthorized work done at the expense of the Contractor. Work so done may be ordered removed and replaced by the County at the Contractor's expense.
- 15) **TERMINATION OF CONTRACT.** This Contract may be terminated by 1) the Owner's Representative at its sole discretion on behalf of the Owner if the Contractor breaches conditions of this Contract or the Instructions to Bidders; 2) by the Owner's Representative on behalf of the Contractor should the Contractor be found unable to complete work due to circumstances beyond his control. Provisions concerning Default and Termination of Contract for unsatisfactory performance are outlined in detail in the General Provisions of the Instructions to Bidders, and are incorporated herein by reference. The Contractor shall not be held liable for damages under this paragraph solely for reasons of delay if the delay is due to causes beyond his control and without his fault or negligence, but this shall not prevent the Owner from terminating this Contract because of such delay.

The obligation to provide further services under this Contract may be terminated by the Owner's Representative on behalf of the Owner upon seven days' written notice in the event that the Owner's Representative is unable to

provide payment for uncompleted portions of work or authorize completion of unfinished work due to circumstances beyond the control of the Owner's Representative. In the event of such termination, the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Owner's Representative. The Contractor, however, shall not thereby be relieved of liability to the Owner for damages sustained by the Owner by reason of any breach of the Contract by the Contractor, and the Owner may withhold any payments from the Contractor for the purpose of setoff until such time as the amount of damages due the Owner from the Consultant is determined.

- 16) **SUSPENSION/TERMINATION OF SUBCONTRACTORS.** The Owner's Representative may, at its sole discretion, advise the Contractor to suspend or terminate the services of a Subcontractor for breach of the conditions of applicable sections of this Contract, including faulty workmanship or deviation from bid specifications. The Contractor may appeal any suspension or termination of a Subcontractor in accordance with Section 18 of this Contract.
- 17) **EMPLOYMENT REQUIREMENTS.** It is specifically agreed as part of the consideration of the signing of this Contract that the parties hereto, their agents, officials, employees, or servants will not discriminate in any manner on the basis of age, handicap, race, color, creed, sex or national origin with reference to the subject matter of this Contract, no matter how remote. This provision shall be enforced by action for specific performance, injunctive relief, or other remedy as by law provided; and this provision shall be construed in such manner as to prevent and eradicate all discrimination based on age, handicap, race, color, creed, sex or national origin.
- 18) **DISPUTES AND LEGAL REMEDIES.** In the event of a contractual dispute, or a complaint from either the Contractor, Owner, or another citizen of the community, the Owner's Representative shall respond to the parties in question in writing within ten (10) days after receipt of a written complaint or comment, informing the parties of a time and place for a meeting with the Owner's Representative to discuss the complaint, dispute, or comment. This meeting shall be held within fifteen (15) days after receipt of the comment or complaint. The Owner's Representative shall provide a written statement of finding to the parties in question within five (5) days after the meeting.

If the parties in question do not agree with the findings of the Project Manager, an appeal shall be submitted to the County Manager and ultimately, to the local governing body in accordance with the County's HMGP Citizen Participation Plan.

If a finding is made in favor of the Contractor, but the Owner does fail and refuse to execute a Certificate of Completion on Contractor's work or to pay or complete any act whereby payment can be made on Owner's behalf to Contractor, then Owner's rights of withholding payment will be considered waived and payment will be made to Contractor.

If a finding is made in favor of the Owner but the Contractor does not take the necessary corrective action within ten (10) days as needed to satisfy the finding, then the Contractor's rights to any unpaid claims or retainage shall be considered subject to the Owner's Representative's right to use such funds to take such remedial action as is necessary on behalf of the Owner.

If a written protest concerning Contract termination is received by the Owner's Representative, the Owner's Representative shall respond to the Contractor in writing within ten (10) calendar days. Complaints concerning Contract termination shall not be referred to the County Manager or the local governing body to avoid inconvenience to the homeowner. If the Owner's Representative receives a subsequent written protest concerning Contract termination, the protest (and accompanying documentation) shall be referred directly to the supervising state agency.

- 19) **CONFLICT OF INTEREST AND ANTI-LOBBYING.** The Contractor represents and certifies as part of this Agreement that (a) he has not employed or retained any company or person (other than a full-time, bona fide employee working solely for the Contractor) to solicit or secure this Contract, and (b) he has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this Contract; and agrees to furnish information relating to (a) and (b) above, as requested by the Owner's Representative.

No member, officer, or employee of Duplin County or its agents, no member of the County's governing body, and no other public official of the County who exercises any functions or responsibilities during his/her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in this Contract or any subcontracts thereof, or the proceeds thereof, for work to be performed in connection with this Contract. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in this Contract.

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 any 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 make 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.

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 the awarding of any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The preceding two paragraphs are 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, US 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.

- 20) **PROJECT DOCUMENTS.** The Owner's Representative, the federal and state grantor agencies, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, plans, papers, and records of the Contractor which are directly pertinent to this Contract, for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor shall maintain the records outlined above for five years after the County has received a certificate of completion from the state grantor agency.

- 21) **STAFFORD ACT.** This Contract is governed by the following statutes and regulations relevant to the Fire Management Assistance Grant:

- A) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- B) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- C) State of North Carolina Administrative Plan for the Hazard Mitigation Program Grant.

22) HAZARDOUS MATERIALS. No asbestos removal shall be required or permitted under the terms of this Contract. The Contractor shall be wholly liable for any claims, damages, fines and penalties which may arise from asbestos removal by himself, his employees, or subcontractors, and the Contractor shall hold the Owner and the Owner's Representative and its agents harmless for any damages resulting from asbestos removal. The Contractor shall inform an agent of the Owner's Representative immediately if asbestos insulation is uncovered or other asbestos building materials are discovered during the elevation process.

The Contractor is hereby specifically made aware of lead-based paint regulations, which are applicable to the construction or elevation of residential structures. To the extent that the subject matter of this Contract includes residential structures, the Contractor will comply with the lead-based paint regulations. The use of lead-based paints for any interior or exterior use is absolutely prohibited. The Contractor shall be wholly liable for any claims, damages, fines and penalties which may arise from lead-based paint abatement by himself, his employees, or subcontractors, and the Contractor shall hold the Owner and the Owner's Representative and its agents harmless for any damages resulting from lead-based paint abatement. Additionally, the Contractor will report any suspected existing lead-based paint to an agent of the Owner's Representative, and handle any confirmed lead-based paint in accordance with the HUD and OSHA regulations.

23) DEBARMENT AND SUSPENSION PROVISION. The Contractor certifies that neither the company itself nor any of its principals or subcontractors is currently debarred, suspended, or otherwise excluded from, or ineligible for participation in, Federal assistance programs.

24) ASSIGNMENT. Neither Owner nor Contractor shall assign any rights or duties under this Contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Contract. Nothing contained in this paragraph shall prevent the Contractor from employing independent consultants, associates, and subcontractors to assist in the performance of the work covered by this Contract.

Witnessed:

_____(SEAL)
(Contractor)

(Telephone No.)

(Address)

(Town) (State) (Zip Code)

Witnessed:

_____(SEAL)
(Owner)

_____(SEAL)
(Owner)

Date: _____

DUPLIN COUNTY HAZARD MITIGATION GRANT PROGRAM (HMGP)
Contract Attachment A - Preconstruction Agreement (Revised July 2018)

(Please Read Carefully and Contact the Program Administrator If You Have Questions or Concerns)

1. Elevation Contractor is expected to start work on _____, 20____, and will contact the Owner at least three calendar days prior to commencement of work to provide a specific construction startup date. **(Attach program construction schedule and obtain owner's receipt).**
2. The Owner will arrange to vacate, or make arrangements for his tenant to vacate, the structure prior to elevation and until the work is substantially complete. According to the current construction schedule, it is anticipated that the occupant must vacate the house for **approximately 120 days** (*See attached construction schedule*). The Owner is advised that either 1) changes in the scope of work for his individual unit (including Owner-financed modifications), or 2) delays in the overall construction schedule due to inclement weather or other unforeseen circumstances may result in a delay in the anticipated completion date shown on the attached "preconstruction" project construction schedule. The HMGP Administrator will provide periodic updates of the current construction schedule to the Owner, and attempt to minimize delays to the extent reasonably possible. The Owner should also notify their insurance carrier that the structure may be vacant 120 days or longer during the elevation and foundation/retrofitting period.
3. The Contractor shall provide a construction schedule showing all work to be completed. Contractor will update the schedule weekly and provide the revised schedules to the Resident Inspector.
4. The Contractor or his designated representative shall be responsible for moving and storing furniture, pictures, mirrors, china, glassware, stereos, televisions, etc., that, in the Contractor's opinion, may be subject to damage if left in place during the elevation work. The Contractor will inform the Owner or his designated representative, as work progresses, what items of furniture and personal belongings need to be moved/stored in order for elevation work to be performed. Also, the Contractor will make every effort to protect fixtures or items of furniture that are not moved by prior agreement, including use of drop cloths, protecting bathroom and kitchen fixtures, etc. However, it is the Owner's contractual responsibility to accommodate the Contractor's requests with regard to reducing the risk of damage to personal property. The Owner should make every effort to get assistance from family or neighbors to pack up personal belongings and move furniture as required during elevation.
5. The Contractor is responsible for disconnecting and reconnecting existing water, sewer, electrical, and gas or oil service, and is liable for the cost of any damages or service charges associated with disconnecting and reconnecting such utilities. The Contractor is also responsible for moving and reinstalling hot water heaters, heaters, washers, dryers, commodes, vanities, bathtubs, and any other major household appliances when required by the scope of work, and is liable for any damage to these items that occurs due to his negligence during moving, storage, or reinstallation.
6. The Owner will allow the Contractor to utilize electricity, heat, and water at no cost during construction. The Contractor will assume responsibility for any temporary electrical service installation necessary during construction, including the cost of such installation.
7. All materials called to be demolished or permanently removed during construction become the property of the Contractor, except (*note homeowner's requests below, if any*):
8. Owner should note that only that work shown on the Scope of Elevation Work will be performed as a part of the HMGP Elevation Grant. If the Owner desires a better quality improvement or addition not called for in the Scope of Elevation Work, the Contractor should contact the Resident Inspector. The additional cost of any such improvement will be paid by the Owner if approved by the Program Administrator and agreed to by the Contractor. **The**

Contractor will not perform work not specified by the Scope of Elevation Work without approval from the Program Administrator. The Owner may request, and the Program Administrator may approve, Owner-financed additions or modifications, provided that the proposed additions or modifications are approved by the North Carolina Division of Emergency Management and agreed to by all parties through issuance of a properly-documented Change Order. The Owner is advised that any proposed deviations from the original HMGP Scope of Work may result in appreciable delays in the individual unit construction schedule and possible deferral of the proposed construction start date.

9. It may be necessary to deviate from the Contract in order to eliminate unforeseen major problems. Should this be necessary, less important items may be deleted from the Contract to cover the costs of eliminating these problems. A Change Order shall be issued in writing, explaining the deletions and/or additions to the Contract. It is agreed and understood that the Program Administrator will determine just what changes are necessary and authorize, by a Change Order, Contract amendments. The Change Order will be submitted to the owner for approval.
10. The Owner will be requested to sign a letter of satisfaction with the work performed before final payment is made to the Contractor. However, final payment may be made to the Contractor without the Owner signing a letter of satisfaction if the Owner's Representative determines that all work under the Contract has been completed satisfactorily. The Program Administrator will make final determination of Contract completion.
11. The Owner and/or occupant should make every reasonable effort to stay out of the working area during construction. The Contractor will remove or clear away debris daily as required to ensure a minimum of safety hazards, such as broken glass, nails, etc.
12. Landscaping: As stated in the Owner's Final HMGP Grant Agreement, it is the Owner's responsibility to remove any desired landscaping features that may be disturbed by elevation activity prior to the commencement of work. The Contractor assumes no liability for the removal of, or damage to, existing landscaping features unless such removal or damage is clearly due to negligence and not necessary to provide a clear working area or adequate equipment access.
13. Cosmetic Damage: As stated in Section 9 of the Contract for Elevation Work, the Owner is hereby advised that minor cracking and separation of exterior siding and brick/masonry joints or interior brick/masonry joints, plaster, ceramic, and drywall surfaces is to be expected as a result of this elevation work, particularly if the structure is not constructed according to recent NC State Building Code requirements. By execution of this agreement, the Owner agrees that the Contractor is not responsible for repairing minor cracking and separation of exterior and interior brick veneer, walls, floors, and ceilings that may occur as a result of the elevation process. The Owner's Representative will provide a videographic and photographic survey of the house prior to elevation to ensure that both parties to this agreement have an objective standard by which to compare the structure's pre- and post-construction cosmetic appearance. The Contractor will repair or replace any brick veneer or siding located above the new foundation interface that is demolished or suffers major damage due to the elevation/retrofitting process.
14. Certificate of Compliance: As stated in Section 13 of the Contract for Elevation Work, a Certificate of Compliance may not be issued following completion of the work covered by the HMGP Elevation Contract. The local building code enforcement officer may require repairs to damaged wiring/plumbing or structural components before issuance of a Certificate of Compliance, and those repairs are not covered by the Contract for Elevation Work. The Owner's Representative will work with the Owner to attempt an efficient repair of all items necessary for obtaining a Certificate of Compliance, unless the provision of grant assistance would provide a duplicate benefit. Repair of damage covered by homeowner's insurance or flood damage repair programs not supervised by the Owner's Representative will be the Owner's sole responsibility.

15. Timing of Supplementary Repairs: The Owner is requested to consult the Owner's Representative prior to undertaking any repair work funded through insurance or an alternate grant source. First, such repair work might need to be completed prior to the elevation process, and second, the work might impede the elevation/retrofitting process. The Contract for Elevation Work prohibits the Owner from engaging in supplementary repair work while the elevation Contract is underway, unless the Owner has received approval from the Owner's representative.

ACKNOWLEDGMENT:

This is to acknowledge that we have received this Informational Statement and the contents have been explained to all parties by the Program Administrator.

Owners

Elevation Contractor

Owner Signature

Contractor Signature

Owner Signature

Witnessed:

Program Administrator

SAMPLE

FOR PROGRAM ADMINISTRATOR'S USE

Moving or Temporary Relocation Difficulties Noted:

File in Elevation Case File; copies to Owner and Contractor

**DUPLIN COUNTY HAZARD MITIGATION GRANT PROGRAM (HMGP)
Contract Attachment B - Contract Certification**

hereby certifies the following:

Contractor Signature (Sign in Ink)

Type or Print Name

1. He/She is the _____ of _____
(owner/president) (name of company)
2. Contractor is in receipt of and agrees to abide by all the requirements of the Contract for Elevation/Reconstruction Work dated _____, 20__, and accompanying Scope(s) of Work;
3. Contractor will commence work within seven (7) calendar days following issuance of a Notice to Proceed and complete all work within _____ days following commencement of work. Work **MUST** be completed within said timeframe unless a written time extension is approved by the Resident Inspector. **If work is not completed in the timeframe agreed to in the Contract, liquidated damages in the amount of \$200.00 per calendar day will be deducted from any payment due the Contractor beginning on the date following the currently-approved completion and extending to the date of final inspection and approval of the work.**
4. Contractor will provide, within seven (7) calendar days following issuance of a Notice to Proceed, a construction schedule outlining all work to be completed and the milestone dates by which said work will be accomplished within the Contract guidelines. Biweekly outlook schedules will be submitted accordingly. **Failure to provide this schedule will result in a stop-work order for the project.**
5. Contractor will **NOT** make any changes concerning the work to be performed under the terms of the Contract for Elevation/Reconstruction Work without a written, approved Change Order, regardless of whether any cost is involved. **Any extra work done without written authority shall be considered unauthorized work done at the Contractor's expense - NO EXCEPTIONS!**

Title (Type or print)

Date

Insight Representative

Type or Print Name

Title

Date

County Representative

Type or Print Name

Title

Date

Section VI - Bid Forms

The following forms must be submitted, completed and signed where indicated, in a sealed envelope by **1) Mailing prior to bid opening to: Duplin County Emergency Management, Attn: Brian Matthis, Emergency Management Planner, 209 Seminary Street, Kenansville, NC 28349.; OR 2) Delivering in person at the bid opening to: Duplin County Emergency Management, 209 Seminary Street, Kenansville, NC**, prior to the advertised bid opening time for bids to qualify.

1. Bid Proposal
2. Bid Summary
3. Contractor Certifications
 - a. Anti-Collusion Affidavit
 - b. Certification of Nonsegregated Facilities
 - c. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Primary Covered Transactions
 - d. Drug Free Workplace
4. Elevation Contractor's Registration Form

**DUPLIN COUNTY HAZARD MITIGATION PROGRAM GRANT (HMPG)
Bid Proposal (Page 1)**

Grant Numbers HMGP-4285-044-R

Bid Opening Date & Time Wednesday, August 9, 2023, @ 2:00 PM

This proposal is made in good faith and without collusion or connection with any other person bidding on the same work, and no County official, no County employee, no person who was an official or employee of the County within one year prior to execution of this bid, and no immediate family member of any such person will be admitted to any share or part of the contract or any benefit that may arise therefrom if the Contract is awarded to this company.

It is distinctly understood that the County reserves the right to reject any and all bids, to waive any and all informalities, and to rescind existing bid awards should it deem such actions to be in the best interest of the County and/or Owner, as outlined in the County's elevation contract award policy.

It is understood that the bid and/or the scope of work for the elevation of a specific dwelling unit may be negotiated by the County and the low responsible bidder prior to contract execution, to meet program grant limits, or to meet estimate limits, and that contract awards may be made contingent upon such negotiation.

The undersigned bidder guarantees the bid for the units quoted herein against any increase for sixty (60) days following the bid opening.

This Bidder understands that this proposal is for the elevation of one (1) residential structure listed on the attached Bid Form to a Finished Floor Elevation above the 100-Year Base Flood Elevation. The bidder understands that all work is to be performed in accordance with the attached Scope of Work for Residential Elevation, the Engineering Drawings, the General Scope of Elevation Work, and the 2018 NC State Residential Building Code.

The Bidder declares that he has examined the Scope of Work and the Engineering Drawings for each elevation to be performed and the General Scope of Elevation Work included in Section IV, herein, and that he has satisfied himself as to his ability to perform the required work in strict accordance with the contract documents. If the bid for the elevation and/or foundation and retrofitting is accepted, the Bidder further agrees to furnish all material, equipment, tools, apparatus, means of transportation, and labor necessary thereto, and to complete the proposed work in full and complete accordance with the contract documents, to the full and entire satisfaction of Duplin County for the bid price submitted for these units.

The Bidder understands that the County may reject low responsible bids if the overall project construction schedule will not allow the award of multiple packaged awards to a single contractor.

**DUPLIN COUNTY HAZARD MITIGATION PROGRAM GRANT (HMPG)
Bid Proposal (Page 2)**

Receipt of Amendments: The undersigned acknowledges receipt of the following amendments of the invitation for bids, drawing, and/or specifications, etc. (Give number and date of each):

Amendment # _____	Date: _____
Amendment # _____	Date: _____

Company or Contractor Name (Type or print) _____

Full Name of All Parties (Type or print) _____

Firm Address (Type or print) _____

Contractor Telephone Number(s) Office () _____

Mobile () _____

Signature (Sign in Ink)

Type or Print Name

Title (Type or print)

Date

Caution: Bids should not be qualified by exceptions to the bidding conditions.

Directions for Submitting Bids: Your submitted bid should be sealed in an envelope bearing on the outside of the envelope, the Bidder's name, address, name of the project, and time and date of bid opening.

It is NOT necessary to include surveys, sketches, & photos that were provided to you in the Bid Package with your bid submittal.

The submitted bid envelopes must contain:

- 1) Bid Proposal Form**
- 2) Bid Summary Form**
- 3) Contractor's Certifications, and**
- 4) Elevation Contractor's Registration Form.**

Envelopes must be sealed and addressed as follows:

IF MAILING BID:

Duplin County Emergency Management
Attn: Brian Matthis, Emergency Mgmt. Planner
209 Seminary Street
Kenansville, NC 28349

**IF DELIVERING BID IN PERSON
AT BID OPENING:**

Duplin County Emergency Management
209 Seminary Street
Kenansville, NC 28349

**DUPLIN COUNTY HAZARD MITIGATION PROGRAM GRANT (HMPG)
Bid Summary Form**

Dwelling Unit Occupant/Address	Bid
Blanton – 409 HC Powers Road, Wallace, NC	\$

Note: A separate contract will be awarded for each unit by Duplin County, and a separate contract will be executed by the low bidder and each residential property owner.

Company or Contractor Name (Type or print) _____

Street Address (Type or print) _____

City/State/Zip (Type or print) _____

Contractor Telephone Number(s) Office () Mobile () _____

Contractor Signature (Sign in Ink)

Type or Print Name

Title (Type or print)

Date

**DUPLIN COUNTY HAZARD MITIGATION PROGRAM GRANT (HMPG)
Certification of Nonsegregated Facilities**

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at all of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 USC 1001.

Contractor Signature (Sign in Ink)

Type or Print Name

Title (Type or print)

Date

DUPLIN COUNTY HAZARD MITIGATION PROGRAM GRANT (HMGP)
Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions
(7 CFR 3017)

1. The Contractor certifies to the best of his knowledge and belief, that the Contractor and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this contract award been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and
 - (d) Have not within a three-year period preceding this contract award had one or more public transactions (Federal, State, or local) terminated for cause of default.

2. Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this agreement.

Contractor Signature (Sign in Ink)

Type or Print Name

Title (Type or print)

Date

**DUPLIN COUNTY HAZARD MITIGATION PROGRAM GRANT (HMPG)
Drug Free Workplace Certification (Page 1)**

By signing this agreement, the Contractor is providing the certification set out below. If it is later determined that the Contractor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the County, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

"Controlled Substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 USC 812) and as further defined by regulations (21CFR1308.11 through 1308.15);

"Conviction" means a finding of (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal Drug Statute" means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of the Contractor directly engaged in the performance of the work covered by this agreement including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the work; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of the work and who are on the Contractor's payroll.

CERTIFICATION

The Contractor certifies that he will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The danger of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the work be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this agreement, the employee will
 - (1) Abide by the terms of the statement; and

**DUPLIN COUNTY HAZARD MITIGATION PROGRAM GRANT (HMGP)
Drug Free Workplace Certification (Page 2)**

- (2) Notify the Contractor in writing of his or her conviction for violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;
- (e) Notifying the County, in writing, within ten (10) calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
- (f) Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).
- (h) Contractor shall keep the original of all disclosure reports in the official project files.

Contractor Signature (Sign in Ink)

Type or Print Name

Title (Type or print)

Date

**DUPLIN COUNTY HAZARD MITIGATION PROGRAM GRANT (HMPG)
Elevation Contractor's Registration Form (Page 1)**

Name of Company _____

Owner(s) of Company _____ **Social Security #** _____

_____ **Social Security #** _____

Federal ID # _____

Mailing Address _____ **Telephone #s** _____

_____ **Fax #** _____

Email Address _____

List any contractor's licenses you have (indicate state and license #): _____

With what company do you have Contractor's liability insurance? _____

Contractor's liability insurance policy number: _____

Surety (bonding) company you utilize, if applicable: _____

How long have you been in business? _____

List three (3) credit references. Include any building supply houses or attach a recent credit report.

1. Company: _____
Address: _____
Phone #: _____

2. Company: _____
Address: _____
Phone #: _____

3. Company: _____
Address: _____
Phone #: _____

**DUPLIN COUNTY HAZARD MITIGATION PROGRAM GRANT (HMPG)
Elevation Contractor's Registration Form (Page 2)**

List three (3) residential/commercial work references. Include any floodplain-related programs for which you have performed housing elevation work:

1. Name: _____
Address: _____
Phone #: _____
Type of work performed: _____

2. Name: _____
Address: _____
Phone #: _____
Type of work performed: _____

3. Name: _____
Address: _____
Phone #: _____
Type of work performed: _____

How many persons do you employ? _____

Are you interested in receiving a list of local plumbing/electrical/carpentry companies? Yes No

**DUPLIN COUNTY HAZARD MITIGATION PROGRAM GRANT (HMGP)
Elevation Contractor's Registration Form (Page 3 - Rev July 2018)**

DO NOT FILL IN BELOW THIS LINE! (TO BE COMPLETED FOLLOWING CONTRACT AWARD)

Building Supplier(1) _____
Address _____ Phone _____

Building Supplier(2) _____
Address _____ Phone _____

Elevation Subcontractor _____
Address _____ Phone _____
N.C. State License No: _____

Plumbing Subcontractor _____
Address _____ Phone _____
N.C. State License No: _____

Electrical Subcontractor _____
Address _____ Phone _____
N.C. State License No: _____

Exterminator _____
Address _____ Phone _____
N.C. State License No: _____

HVAC Subcontractor _____
Address _____ Phone _____
N.C. State License No: _____

Insulator _____
Address _____ Phone _____
N.C. State License No: _____

Foundation/Masonry Subcontractor _____
Address _____ Phone _____
N.C. State License No: _____

Framing Subcontractor _____
Address _____ Phone _____
N.C. State License No: _____

Section VII – Scopes of Work for Individual Units

Each Scope of Work includes the following:

1. Scope of Work
2. Elevation Certificate with Photos
3. Engineering Drawings

**DUPLIN COUNTY HAZARD MITIGATION GRANT PROGRAM (HMGP)
ELEVATION SCOPE OF WORK**

Parcel ID 238500971706

Owner Name(s) John Blanton

Telephone (910) 271-2181

Street Address 409 HC Powers Rd

City/State/Zip Wallace, NC 28466

ELEVATION/RETROFITTING SCOPE OF WORK

1. General: All Elevation/Retrofitting work for this unit must be performed in strict accordance with the applicable sections of the General Scope of Elevation Work, the Engineering General Notes & Standard Details, **Engineering Drawings # 1-6**, and the International Residential Building Code, with North Carolina amendments.
2. Elevation Height: The main structure is to be elevated from the **existing FFE of 42.18 feet NAVD** to a **minimum post-elevation FFE of 45.00 feet NAVD**. *Note: This unit has HVAC equipment in the crawlspace. There is a supply/return duct in the crawl space. The BFE is to be established ultimately based on this criterion.* Please note that the lowest portion of the entire living space (including all unheated storage and enclosed areas) or lowest portion of the mechanical system is to be elevated above BFE of 38.7 feet.
3. Special Elevation Notes:
 - A. *Obstructions to be Removed.* Remove fencing as needed. After all elevation work, reinstall fencing to its original location.
 - B. *Siding to be removed.* Remove siding along front and side of concrete slab (to be removed). Install cement shingles where missing or broken (Approximately 33 LF).
 - C. *Access #1.* Front/side entrance- Support the side entrance roof covering and raise with the house. Remove both sets of CMU steps. Remove the suspended concrete slab and footings.
 - D. *Access #2.* Rear entrance- Remove the existing open deck and steps.
 - E. *Access #3.* Second Story Access- Remove the top deck, posts, and steps.
 - F. *Other.* Remove the medium size tree (front right corner) along with the stump.
 - G. *Locate and flag septic tank/drain field.*
4. Foundation Notes: Construct new foundation as shown on **Engineering Drawings #4, #5B/C/D/E/F/G/H, and #6 A-F**.
5. Floor Framing Notes:
 - A. Repair/replace floor framing components indicated on **Engineering Drawings # 3/4**. Replace approximately 33 linear feet of rim joist adjacent to concrete slab. Remove the floor covering and sub-floor at the front wall of the living room (app. 140 sq. ft.) and at the rear sliding glass door (app. 80 sq. ft.). Replace floor joists (260 LF total) at the front wall and sliding glass door. Install new subfloor, underlayment, and floor coverings to match the existing in both floor repair areas.
 - B. Install joist hangers, ledgers, or a combination of the two to properly support and secure all new and existing floor joists.

6. Access Notes:

- A. *Access #1.* Front and Side Accesses - Construct a new pressure treated 7' x 15' porch floor for side entrance connected to a new 6' x 30' pressure treated access along the front portion of home. Include all posts, pickets, framing, decking, railings, and two (2) sets of steps with railings.
- B. *Access #2.* Rear Access – Construct 9' x 12' and 12' x 12' decks at the rear entrance and include all posts, framing, decking, railings, steps, and pickets.
- C. *Access #3.* Second Story Access – Construct an 8' x 10' pressure treated access at the entrance of the second story and include all posts, framing, decking, railings, steps, and pickets.

6. Utility Retrofitting Notes:

- A. Construct a treated wood platform for the HVAC compressor unit at BFE +1 ft. elevation.
- B. *Plumbing Retrofit Notes.* Disconnect plumbing. Reconnect after elevation is complete.
- C. *Water Supply Pump.* Disconnect the water pump. Construct a 4' X 5' pump house on four (4) posts. Frame the floor, wall, and roof system, and insulate. Install a ½" belly pan under the floor framing. Install vinyl siding and trim over the exterior wall sheathing. Install shingles over the roof framing. Extend the well casing and drop pipe water supply to the house, and electrical connection to the pump. Ensure proper operation of the pump. Install a door adequately sized to access and maintain water pump.

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB No. 1660-0008
Expiration Date: November 30, 2018

ELEVATION CERTIFICATE

Important: Follow the instructions on pages 1-9.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION				FOR INSURANCE COMPANY USE	
A1. Building Owner's Name John Henry Blanton				Policy Number:	
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 409 HC Powers Road				Company NAIC Number:	
City Wallace		State North Carolina		ZIP Code 28466	
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) Tax Parcel No. 10-37 Deed Book 847 Page 259					
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) <u>Residential</u>					
A5. Latitude/Longitude: Lat. <u>34-43-46</u> Long. <u>-78-02-16</u> Horizontal Datum: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983					
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.					
A7. Building Diagram Number <u>8</u>					
A8. For a building with a crawlspace or enclosure(s):					
a) Square footage of crawlspace or enclosure(s) <u>1,766</u> sq ft					
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade <u>0</u>					
c) Total net area of flood openings in A8.b <u>0</u> sq in					
d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
A9. For a building with an attached garage:					
a) Square footage of attached garage <u>0</u> sq ft					
b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade <u>0</u>					
c) Total net area of flood openings in A9.b <u>0</u> sq in					
d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION					
B1. NFIP Community Name & Community Number Duplin County 370083			B2. County Name Duplin		B3. State North Carolina
B4. Map/Panel Number 3720238500	B5. Suffix K	B6. FIRM Index Date 06/20/2018	B7. FIRM Panel Effective/ Revised Date 02/16/2007	B8. Flood Zone(s) AE	B9. Base Flood Elevation(s) (Zone AO, use Base Flood Depth) 38.70'
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9: <input type="checkbox"/> FIS Profile <input checked="" type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other/Source: _____					
B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input checked="" type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____					
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date: _____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA					

FEMA Form 086-0-33 (7/15)

Replaces all previous editions.

Form Page 1 of 6

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE	
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 409 HC Powers Road			Policy Number:	
City Wallace	State North Carolina	ZIP Code 28466	Company NAIC Number	
SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)				
C1. Building elevations are based on: <input checked="" type="checkbox"/> Construction Drawings* <input type="checkbox"/> Building Under Construction* <input type="checkbox"/> Finished Construction *A new Elevation Certificate will be required when construction of the building is complete.				
C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters. Benchmark Utilized: <u>NC RTK VRS GPS</u> Vertical Datum: <u>NAVD 88</u>				
Indicate elevation datum used for the elevations in items a) through h) below. <input type="checkbox"/> NGVD 1929 <input checked="" type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____				
Datum used for building elevations must be the same as that used for the BFE.				
Check the measurement used.				
a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	<u>38.71</u>	<input checked="" type="checkbox"/> feet	<input type="checkbox"/> meters	
b) Top of the next higher floor	<u>42.18</u>	<input checked="" type="checkbox"/> feet	<input type="checkbox"/> meters	
c) Bottom of the lowest horizontal structural member (V Zones only)	<u>N/A</u>	<input checked="" type="checkbox"/> feet	<input type="checkbox"/> meters	
d) Attached garage (top of slab)	<u>N/A</u>	<input checked="" type="checkbox"/> feet	<input type="checkbox"/> meters	
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	<u>38.81</u>	<input checked="" type="checkbox"/> feet	<input type="checkbox"/> meters	
f) Lowest adjacent (finished) grade next to building (LAG)	<u>38.0</u>	<input checked="" type="checkbox"/> feet	<input type="checkbox"/> meters	
g) Highest adjacent (finished) grade next to building (HAG)	<u>38.57</u>	<input checked="" type="checkbox"/> feet	<input type="checkbox"/> meters	
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	<u>38.39</u>	<input checked="" type="checkbox"/> feet	<input type="checkbox"/> meters	
SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION				
This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. <i>I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.</i>				
Were latitude and longitude in Section A provided by a licensed land surveyor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Check here if attachments.				
Certifier's Name Simon R. Cox		License Number L-4215		
Title Professional Surveyor				
Company Name McDavid Associates, Inc.				
Address P.O. Drawer 49				
City Farmville	State North Carolina	ZIP Code 27828		
Signature <i>Simon R. Cox</i>	Date 10/24/2019	Telephone (252) 753-2139		
Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.				
Comments (including type of equipment and location, per C2(e), if applicable) C2e: Bottom of duct under house Bottom of electric meter = 44.60' Top of Air Conditioner pad = 38.58'				

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE	
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 409 HC Powers Road			Policy Number:	
City Wallace	State North Carolina	ZIP Code 28466	Company NAIC Number	
SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)				
For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.				
E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).				
a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ . _____ <input type="checkbox"/> feet <input type="checkbox"/> meters <input type="checkbox"/> above or <input type="checkbox"/> below the HAG.				
b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ . _____ <input type="checkbox"/> feet <input type="checkbox"/> meters <input type="checkbox"/> above or <input type="checkbox"/> below the LAG.				
E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ . _____ <input type="checkbox"/> feet <input type="checkbox"/> meters <input type="checkbox"/> above or <input type="checkbox"/> below the HAG.				
E3. Attached garage (top of slab) is _____ . _____ <input type="checkbox"/> feet <input type="checkbox"/> meters <input type="checkbox"/> above or <input type="checkbox"/> below the HAG.				
E4. Top of platform of machinery and/or equipment servicing the building is _____ . _____ <input type="checkbox"/> feet <input type="checkbox"/> meters <input type="checkbox"/> above or <input type="checkbox"/> below the HAG.				
E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown. The local official must certify this information in Section G.				
SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION				
The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.				
Property Owner or Owner's Authorized Representative's Name				
Address	City	State	ZIP Code	
Signature	Date	Telephone		
Comments				
<input type="checkbox"/> Check here if attachments.				

ELEVATION CERTIFICATEOMB No. 1660-0008
Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.		FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 409 HC Powers Road		Policy Number:
City Wallace	State North Carolina	ZIP Code 28466
Company NAIC Number		
SECTION G – COMMUNITY INFORMATION (OPTIONAL)		
The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.		
<p>G1. <input type="checkbox"/> The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)</p> <p>G2. <input type="checkbox"/> A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.</p> <p>G3. <input type="checkbox"/> The following information (Items G4–G10) is provided for community floodplain management purposes.</p>		
G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate of Compliance/Occupancy Issued
<p>G7. This permit has been issued for: <input type="checkbox"/> New Construction <input type="checkbox"/> Substantial Improvement</p> <p>G8. Elevation of as-built lowest floor (including basement) of the building: _____ <input type="checkbox"/> feet <input type="checkbox"/> meters Datum _____</p> <p>G9. BFE or (in Zone AO) depth of flooding at the building site: _____ <input type="checkbox"/> feet <input type="checkbox"/> meters Datum _____</p> <p>G10. Community's design flood elevation: _____ <input type="checkbox"/> feet <input type="checkbox"/> meters Datum _____</p>		
Local Official's Name		Title
Community Name		Telephone
Signature		Date
Comments (including type of equipment and location, per C2(e), if applicable)		
<input type="checkbox"/> Check here if attachments.		

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

OMB No. 1660-0008
Expiration Date: November 30, 2018

ELEVATION CERTIFICATE

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 409 HC Powers Road			Policy Number:
City Wallace	State North Carolina	ZIP Code 28466	Company NAIC Number

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.



Photo One

Photo One Caption Front View



Photo Two

Photo Two Caption Left Side View

ELEVATION CERTIFICATE

BUILDING PHOTOGRAPHS

Continuation Page

OMB No. 1660-0008
Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 409 HC Powers Road			Policy Number:
City Wallace	State North Carolina	ZIP Code 28466	Company NAIC Number

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.

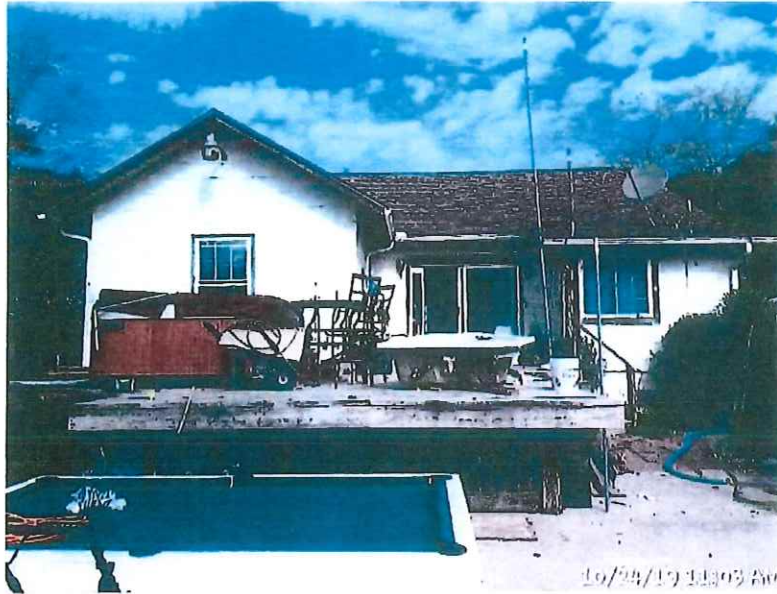


Photo One

Photo One Caption Rear View



Photo Two

Photo Two Caption Right Side View



DUPLIN COUNTY

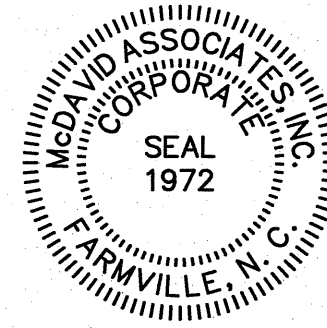
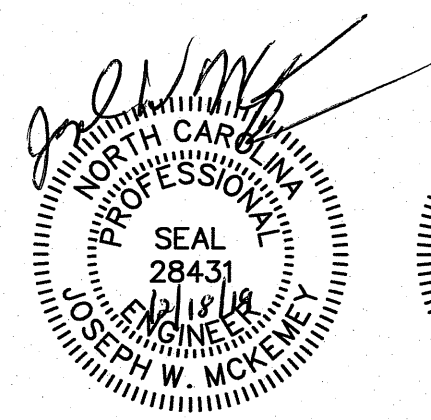
2017 HAZARD MITIGATION GRANT PROGRAM

CONTRACT NO. 2 - 409 H.C. POWERS ROAD

DUPLIN COUNTY, NORTH CAROLINA
DECEMBER 18, 2019

I CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY SUPERVISION AND DIRECTION AND THAT THEY ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Joseph W. McKemey
 JOSEPH W. MCKEMEY, PE
 NC REGISTRATION NO. 28431



Page	Title
1	COVER
2	GENERAL CONSTRUCTION NOTES
3	EXISTING STRUCTURE DRAWING
4	PROPOSED CONSTRUCTION DRAWING
5	FOUNDATION CONSTRUCTION DETAILS
6	REPLACEMENT DECK AND PORCH DETAILS

NO.	DATE	DESCRIPTION	REVISIONS

JMA INC. McDAVID ASSOCIATES, INC.
 Corporate License No. C-137
BRANCH OFFICE
 Engineers • Planners
 109 East Walnut Street
 Goldsboro, NC 27533
 Telephone: (919) 736-7630
 Facsimile: (919) 735-7351

CORPORATE OFFICE
 Engineers • Planners • Land Surveyors
 3714 North Main Street
 Fayetteville, NC 27833
 Telephone: (252) 753-2139
 Facsimile: (252) 753-7220

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CAD PLOT FILE NAME:	LAYOUT1
MAP FILE REFERENCE:	D-1163 RED
PROJECT NO.:	1-17-0372-5554
DRAWING NO.:	1
SCALE:	AS-NOTED
DATE:	DECEMBER 18, 2019
SURVEYED BY:	JWM
COMPUTED BY:	JWM
DRAWN BY:	MW
APPROVED BY:	JWM

COVER
 CONTRACT NO. 2 - 409 H.C. POWERS ROAD
 2017 HAZARD MITIGATION GRANT PROGRAM
 DUPLIN COUNTY
 NORTH CAROLINA

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CONSTRUCTION NOTES

DESIGN CRITERIA

- 1. Structures to be elevated are within a High Wind Zone, therefore foundation design must conform to Chapter 45 - High Wind Zones, of the 2018 North Carolina Residential Code, in addition to other applicable chapters of the code.
2. Structures to be elevated are within flood prone areas therefore construction must conform to Chapter 46 - Coastal and Flood Plain Construction Standards, of the 2018 North Carolina Residential Code, in addition to other applicable chapters of the code.
3. Footing sizes are based on 2,000 pounds per square foot allowable soil pressure and 3,000 pounds per square inch concrete.

FOOTINGS

- 4. Excavation for the foundation footing shall be of sufficient depth to achieve an earth bearing capacity of 2,000 pounds per square foot.
5. Structural fill under footings and slabs shall be well compacted to a minimum 2000 pounds per square foot bearing capacity.
6. Exterior fill shall be friable loam, topsoil backfill mix.
7. Footings shall be reinforced with three #4 bars at 3 inches above the bottom of the footing.
8. All footings shall have dowels to match the reinforcing in the foundation wall or pier.

FOUNDATION WALLS AND PIERS

- 9. The perimeter foundation shall be a continuous wall constructed of concrete masonry units on a continuous footing.
10. Vertical Reinforcement.
a. Foundation walls shall have continuous vertical reinforcement from footing to wall framing at a minimum spacing shown on Foundation Construction Drawings.
11. Interior foundation footing and piers shall be located to suit the existing or altered framing system.
12. Intersecting masonry walls shall be tied together a minimum of 16 inches with joint reinforcement.
13. Masonry columns supporting wood framing built adjacent to masonry walls shall be tied together with joint reinforcement wire in each joint.
14. Masonry bond pattern shall be running bond.
15. All girders and/or beams shall be supported at each end with a masonry wall, column or pier.
16. Weep Holes shall be provided at the bottom of brick veneer and above finished grade as shown on construction details.

ANCHORAGE

- 17. Sill plates shall be anchored with 1/2 inch anchor bolts with 2"x2"x1/8" washers at intervals not to exceed 48 inches.
a. Each floor joist shall be anchored to the sill plate or plates with hurricane ties to provide a minimum anchorage of 475 pounds per foot.
b. Where the wall studs are accessible, provide strap ties to create a wind uplift load path from the existing sill plate to the roof system.

CORROSION RESISTANCE

- 18. All metal fasteners and anchors in contact with pressure treated wood shall be stainless steel or hot-dip galvanized after fabrication.

CONCRETE

- 19. Concrete forming shall comply with ACI 347.
20. Concrete construction shall be in accordance with the guidelines of the latest editions of ACI 301, ACI 304 and ACI 318.
21. All concrete shall comply with the following standards:
a. ASTM C150 for Portland Cement.
b. ASTM C33 for all aggregates.
c. All concrete work shall conform to the requirements of ACI Standards 318-77 "Building Code Requirements of Reinforced Concrete" as a minimum.
22. Concrete Admixtures: All admixtures shall be approved by Project Engineer prior to usage.
23. Materials shall be as follows:
a. Concrete: 3,000 psi in 28 days.
b. Deformed bars ASTM A615, Grade 60.
c. Welded wire fabric ASTM A185.
24. In general, concrete protection not less than the following shall be provided:
a. Concrete cast against & permanently exposed to earth: 3 inches
b. Formed concrete surfaces exposed to earth: 2 inches
c. Formed concrete surfaces not exposed to the weather: 1 1/2 inches

STEEL REINFORCEMENT

- 25. Reinforcement steel installation shall comply with the following standards:
a. Reinforcing Bars shall comply with the requirements of ASTM A615 Grade 60.
b. American Concrete Institute, ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures".
c. American Concrete Institute, ACI 318 "Building Code Requirements for Reinforced Concrete".
d. American Welding Society, AWS D 1.4/D1.4M:2005 Structural Welding Code-Reinforcing Steel".
e. Concrete Reinforcing Steel Institute, "Manual of Standard Practice".
f. Reinforcement shall be fully embedded in grout. Support and fasten reinforcement together to prevent displacement beyond tolerances.

HORIZONTAL JOINT REINFORCEMENT

- 26. Horizontal Joint Reinforcement shall comply with the requirements of ASTM A 951-06 Specification for Steel Wire Masonry Joint Reinforcement.
a. Horizontal joint reinforcement shall be ladder type wall reinforcement W 1.7 (9 gage) consisting of three wires.
b. Minimum lap length shall be 11 inches.
c. Reinforcement wire shall be hot dipped galvanized and shall comply with the requirements of ASTM A 153.
d. Joint reinforcement shall be embedded in mortar with a minimum cover of 5/8 inch when exposed to weather or earth and a minimum cover of 1/2 inch when not exposed to weather or earth.
e. The minimum thickness of the mortar between masonry units and the joint reinforcement shall not be smaller than 1/4 inch.

MASONRY

- 27. All masonry shall comply with the following standards:
a. Cement Mortar:
(1) ASTM C150 Type I for Portland Cement.
(2) ASTM C207 Type S for Hydrated Lime.
(3) ASTM C144 for Masonry Mortar Aggregate.
b. Mortar shall conform to ASTM C270. Mortar Types:
(1) Mortar for masonry in contact with earth shall be Type M.
(2) Mortar for exterior exposed walls shall be Type S.
c. Mortar proportions, parts by volume:
(1) Mortar Type Portland Cement Hydrated Lime Aggregate Measure in Damp Loose Condition
M 1 1/4 Not less than 2 1/4 nor more than 3 times sum of volume of cement and lime
S 1 1/4 to 1/2 Same as above
d. Compressive strength of mortar shall be 2,500 pounds per square inch at 28 days.
28. Grout
a. Compressive strength of grout shall be 3,000 pounds per square inch.

- b. Grout shall conform to ASTM C476, Standard Specification for Grout for Masonry.
c. Vibrate grout for pours greater than 12 inches to ensure grout space is completely filled.
d. The maximum pour height for grout in masonry shall be forty eight (48) inches.
29. Concrete Masonry Unit
a. All concrete masonry units shall be hollow load-bearing and shall meet the requirements of ASTM C-90-06b.
b. The net area compressive strength of concrete masonry units shall equal or exceed 1900 psi.
c. In areas where elevation lifting members inhibit masonry construction, "H" or "A" type hollow concrete masonry units may be used, however the hollow areas must be fully grouted after insertion.
30. Do not wet concrete masonry units before laying.
31. Masonry Joints
a. Bed and head joints shall be 3/8 inches thick unless otherwise required.
b. Construct bed joint of the starting course of foundation with a thickness not less than 1/4 inch and not more than 3/4 inch.
c. Joint thickness tolerances for bed joints shall be +/- 1/8 inch.
d. Tool joint with a round jointer when mortar is thumbprint hard.
e. Vertical cells to be grouted should be aligned with unobstructed opening for grout.
f. Masonry shall be installed level, plumb and true to line.
32. Cold weather construction shall comply with ACI 530.
33. Masons shall use care in laying block to avoid smearing face of block with mortar.

CRAWL SPACE VENTILATION/FLOOD OPENINGS/DRAINAGE

- 34. Exterior walls shall be provided with vents for proper ventilation and openings for the entrance of flood waters and the release of water after a flood.
a. Contractor shall carefully select the locations of vents/openings so they do not coincide with vertical wall reinforcement.
b. Venting of new foundation wall shall be minimum one (1) square foot of opening for every 150 square feet of under floor area.
c. A ventilation opening shall be provided within three (3) feet of each corner of the building.
d. Ventilators shall be nominal size eight (8) inches by sixteen (16) inches.
e. Ventilators shall be extruded aluminum, 6063-T5 alloy, minimum 0.125 inches thick.
f. Flood openings shall be constructed such that the total free area of all openings must equal one square inch for each square foot of enclosed area.
g. The openings required for both ventilation and flooding may be combined.
h. The bottom of all flood openings shall be no higher than one foot above adjacent ground level.
i. Wall vented crawl spaces shall be separated from adjoining basements, porches and garages by permanent solid wall surfaces with all utility penetrations through the separating wall sealed.
j. Contractor shall slope the ground surface under structure to drain towards the exterior walls.
k. Foundation drainage shall be in accordance with the North Carolina Residential Code.

ACCESS

- 35. A 36 inch wide by 32 inch high (clear opening) access shall be provided to the under house crawl space. The lower edge of the access shall be minimum 2 inches above finished grade.

LINTELS ABOVE ALL OPENINGS

- 36. Lintel shall be concrete bond beam w(2) #4 @ bottom. Lintel shall bear 8" on either side of opening. Lintel shall be supported by one 3 1/2"x3 1/2"x1/4" angle iron.

CARPENTRY

- 37. Wood Treatment
a. Concealed exterior wood framing shall be pressure treated.
b. Where lumber is cut or drilled after treatment, the treated surface shall be field treated with Copper Naphthenate, the concentration of which shall contain a minimum of 2 percent copper metal.
c. Lumber used at below grade shall be treated at a rate of 0.40 pounds per cubic foot.
d. Lumber used above grade shall be treated at a rate of 0.25 pounds per cubic foot.
e. Preservative treatment shall be in conformance with the American Wood Preservative Association Specification C1/C2/C9/C22 and shall bear the label of an accredited agency showing 0.60 retention.
f. Maximum percentage of moisture content at time of delivery shall be 19%.
38. Lumber used for sill plates shall offer protection against decay and shall be of approved species, grade and shall be pressure treated in accordance with the North Carolina Residential Code.
39. Lumber for floor joists, beams and girders shall be pressure treated dimension lumber.
40. All new floor joists shall be provided with joist hangers or ledger strip.
41. All wood used for sill plates and bearing plates between masonry and wood structural members shall be treated dimensional lumber.
42. Lumber must be sound, thoroughly seasoned, well manufactured and free from warp that cannot be corrected.
43. Grading Requirements: Lumber shall conform to Voluntary Products Standard PS 20-70 and Western Wood Products Association and shall be grade marked.
44. New porches, decks and stoops shall be constructed independently of the existing structure and shall not be attached to the new masonry wall or existing structure.
45. Wood columns and posts, including porch columns shall be anchored with metal ties and bolts to their foundations and to the members which they support.

MINERAL FIBER BLANKET THERMAL INSULATION

- 46. Mineral fiber blanket insulation shall be glass or other inorganic fiber and resinous binders formed into flexible blankets or semi-rigid sheets faced with Kraft paper and shall comply with ASTM C665 - Specification for Mineral Fiber Blanket Thermal Insulation for Wood Frame and Light Construction Buildings.
a. Flanged blankets shall be positioned and recessed as specified by the manufacturer for the particular use, and vapor barriers shall be on the inside, (heated side) of the insulation blanket.
b. Insulation shall not be installed over or within three (3") inches of fixtures containing lights, fans, or other heat generating devices.

SHOP DRAWINGS

- 47. Provide five (5) copies of shop drawings or other submittal of product information for approval by engineer prior to use.
48. Contractor shall independently review shop drawings for conformity to the plans and contract documents and for compatibility and fit with other materials/equipment.
49. The following is a list of required submittals:
a. Concrete mix design
b. Concrete Masonry Units of all types planned for use
c. Mortar materials
d. Grout mix design and information on conformance of ingredients
e. Reinforcing Steel
f. Joint Reinforcement Wire
g. Metal ties and anchors
h. Nails
i. Anchor Bolts
j. Strap Anchors and holdowns
k. Twist straps, wood anchors and hurricane ties
l. Foundation Ventilators
m. Structural Lumber
n. Sheathing
o. Insulation
p. Other submittals as required

INSPECTIONS

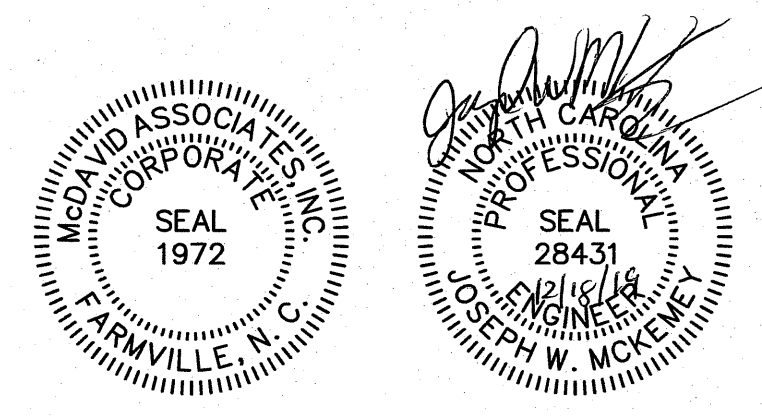
- 50. Inspections by the building inspector and/or Engineer will be required for the following:
a. Footing Inspection.
b. Anchor bolt inspection.
c. Structure lowering inspection.
d. See Summary of Work.

Table with columns: REV, DATE, DESCRIPTION, MAI REVIEW OFFICER, APPROVAL, DATE

McDAVID ASSOCIATES, INC. Corporate License No. C-1377. BRANCH OFFICE: Engineers, Planners, Architects, Land Surveyors. 109 East Walnut Street, Goldsboro, NC 27533. Telephone: (919) 758-7930. Fax: (919) 758-7551.

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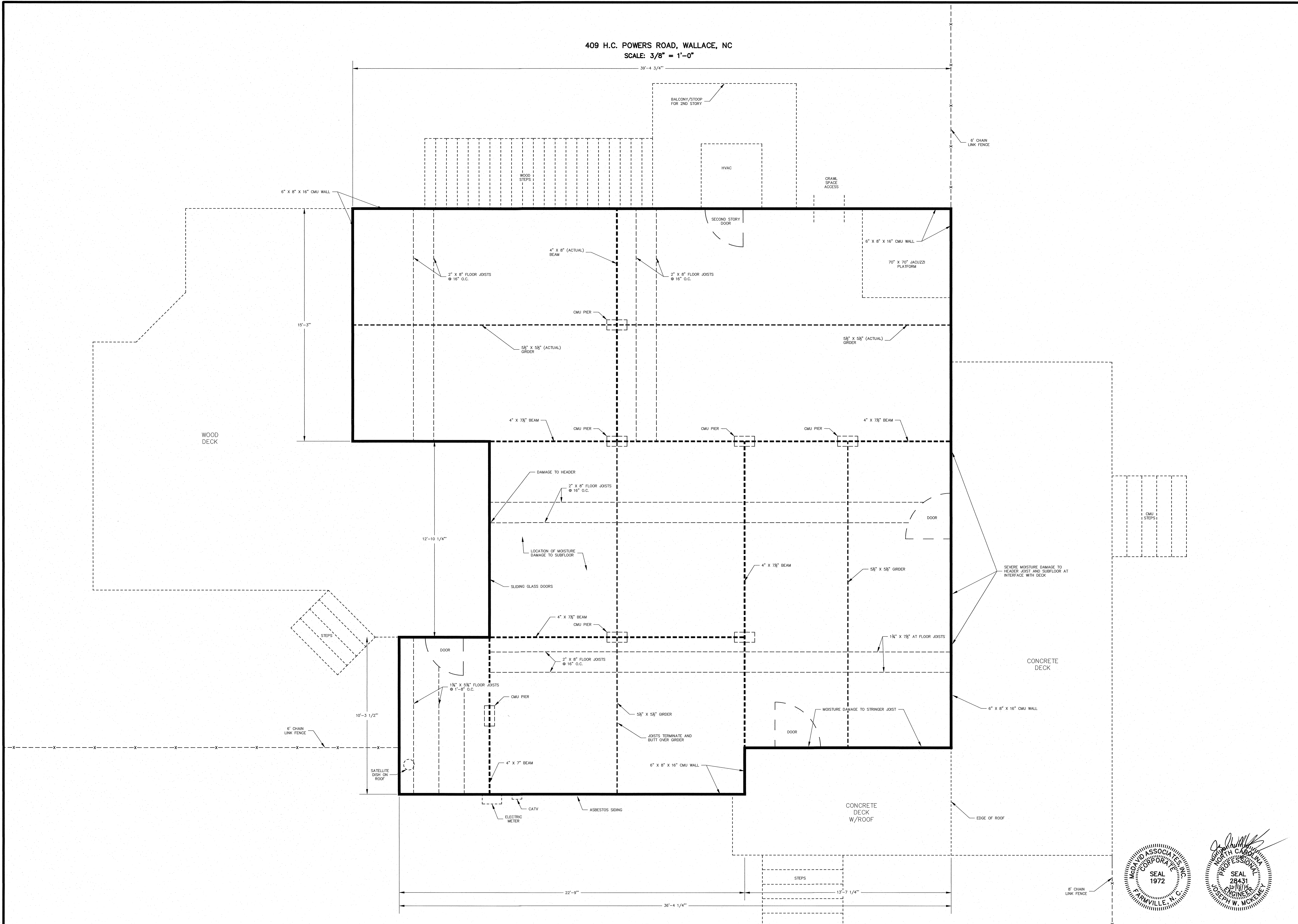
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409 H.C. POWERS ROAD, WALLACE, NC
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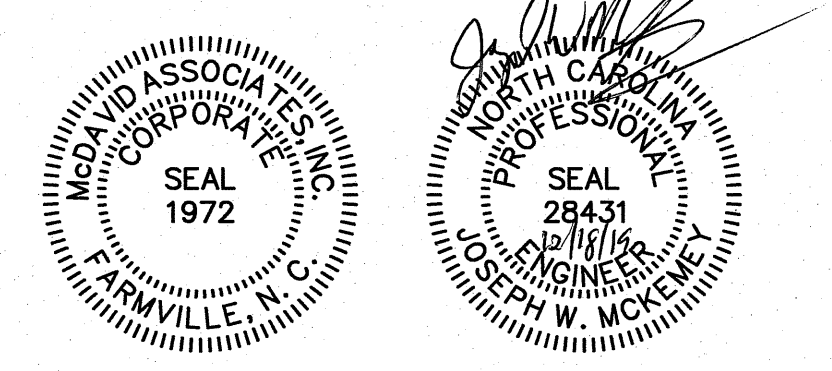
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McDAVID ASSOCIATES, INC.
 Corporate License No. C-137
BRANCH OFFICE
 Engineers & Planners
 109 East Walnut Street
 P. O. Box 1793
 Telephone: (919) 738-7830
 Facsimile: (919) 735-2351

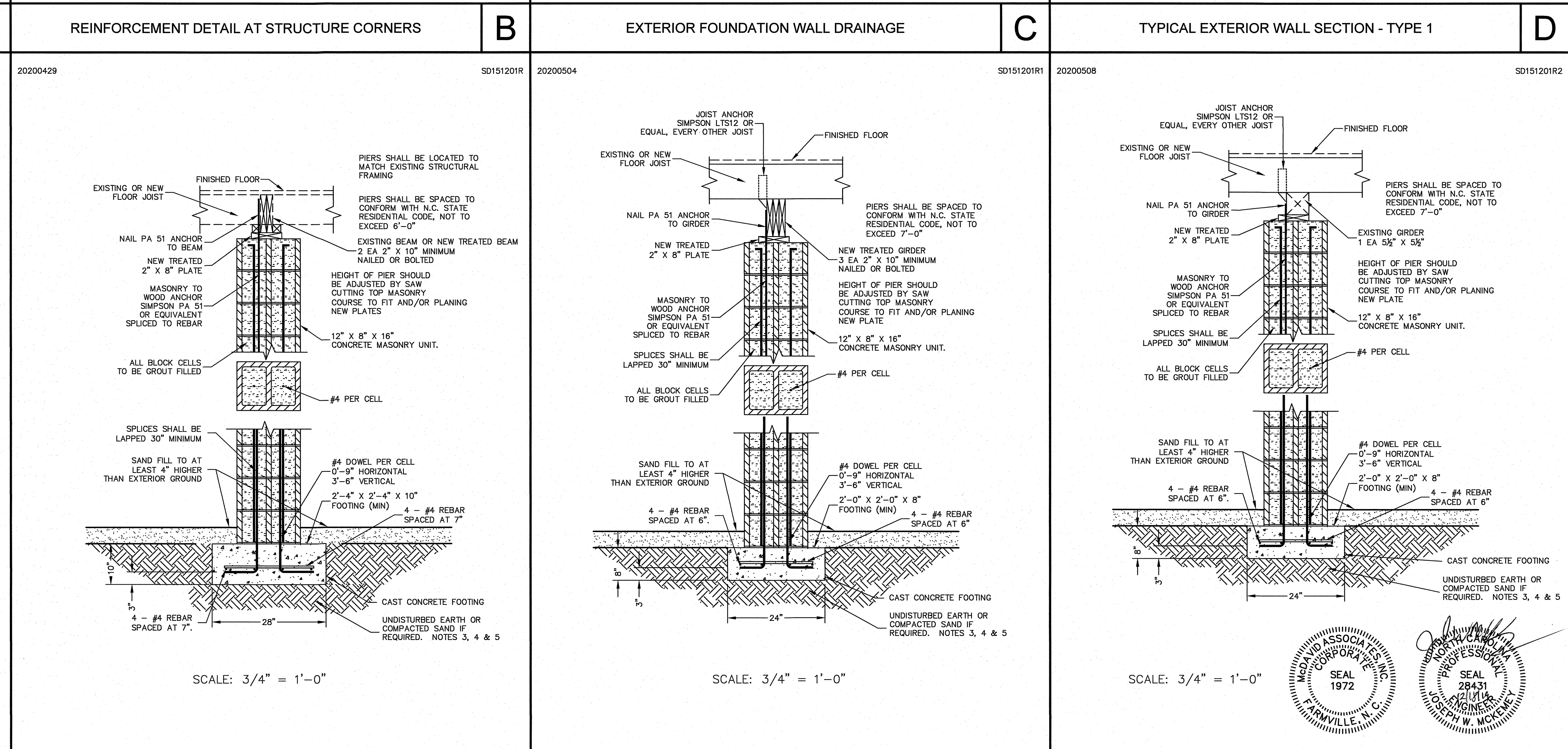
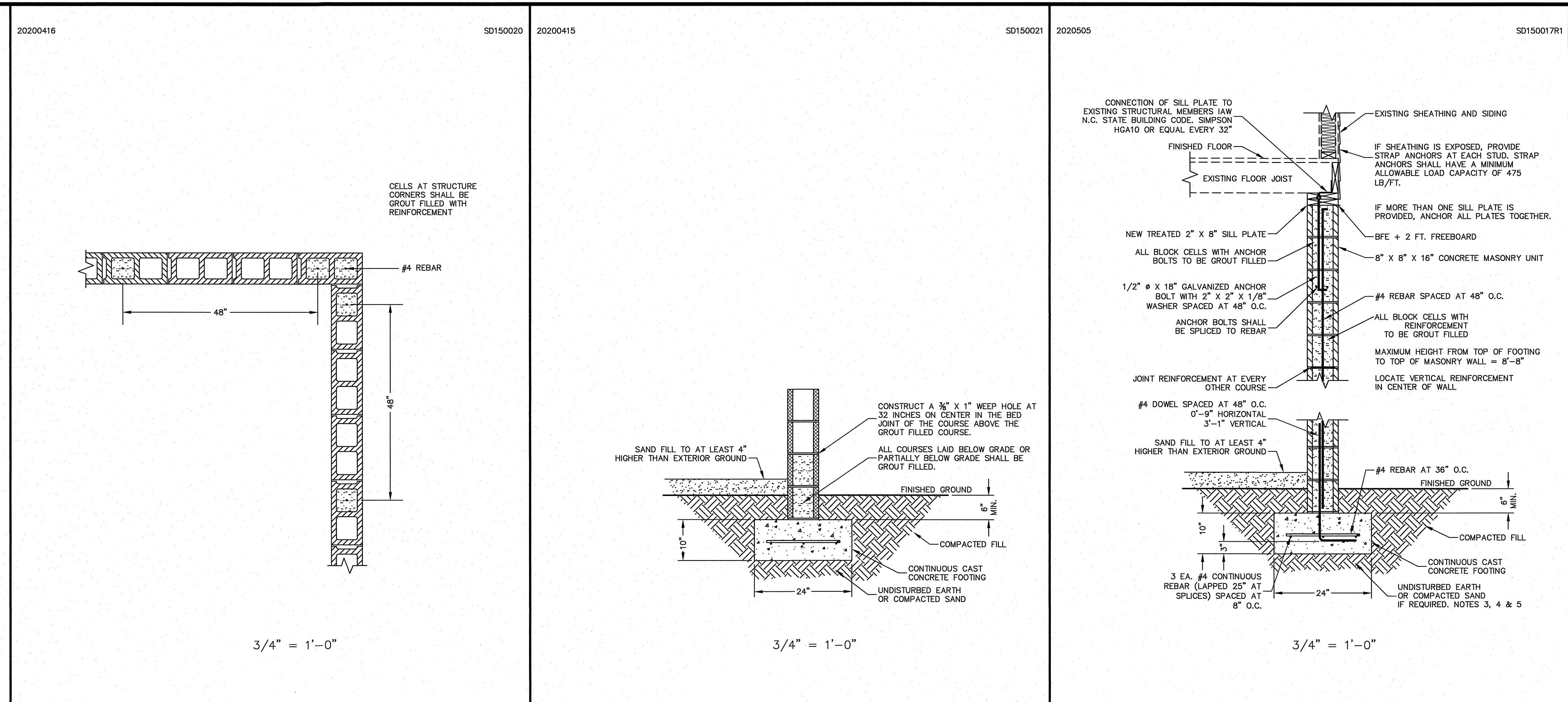
INC.
 ENGINEERS & PLANNERS
 3714 North Main Street
 P. O. Drawer 4828
 Telephone: (252) 752-1139
 Facsimile: (252) 753-7220

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SURVEYED BY:	JMM
COMPUTED BY:	JMM
DRAWN BY:	MW
APPROVED BY:	JMM

EXISTING STRUCTURE DRAWING
 CONTRACT NO. 2 - 409 H.C. POWERS ROAD
 2017 HAZARD MITIGATION GRANT PROGRAM
 DUPLIN COUNTY
 NORTH CAROLINA
 DUPLIN COUNTY



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NO.	DATE	DESCRIPTION

McDAVID ASSOCIATES, INC.
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 BRANCH OFFICE
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 109 East Walnut Street
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 Greensboro, NC 27402
 Telephone: (919) 758-7890
 Facsimile: (919) 758-7251

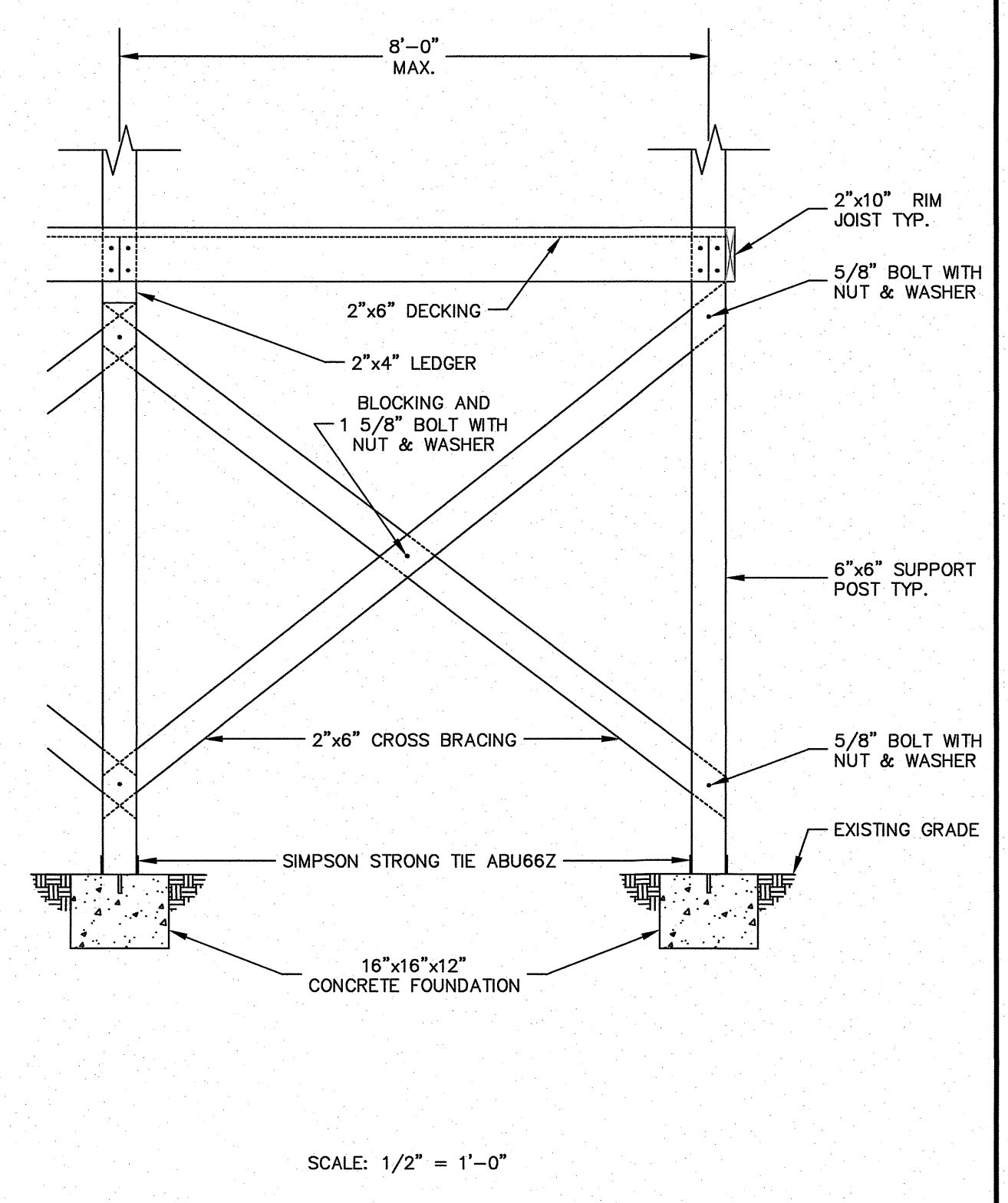
McDAVID ASSOCIATES, INC.
 Corporate License No. C-137
 ENGINEERS / PLANNERS / ARCHITECTS / INTERIORS
 3714 North Main Street
 P. O. Drawer 4828
 Greensboro, NC 27402
 Telephone: (336) 752-2139
 Facsimile: (336) 752-7220

FOUNDATION CONSTRUCTION DETAILS
 CONTRACT NO. 2 - 409 H.C. POWERS ROAD
 2017 HAZARD MITIGATION GRANT PROGRAM
 DUPLIN COUNTY
 NORTH CAROLINA
 DUPLIN COUNTY

SEAL 1972
 SEAL 28431
 PROFESSIONAL ENGINEER
 JOSEPH W. MCKENNA

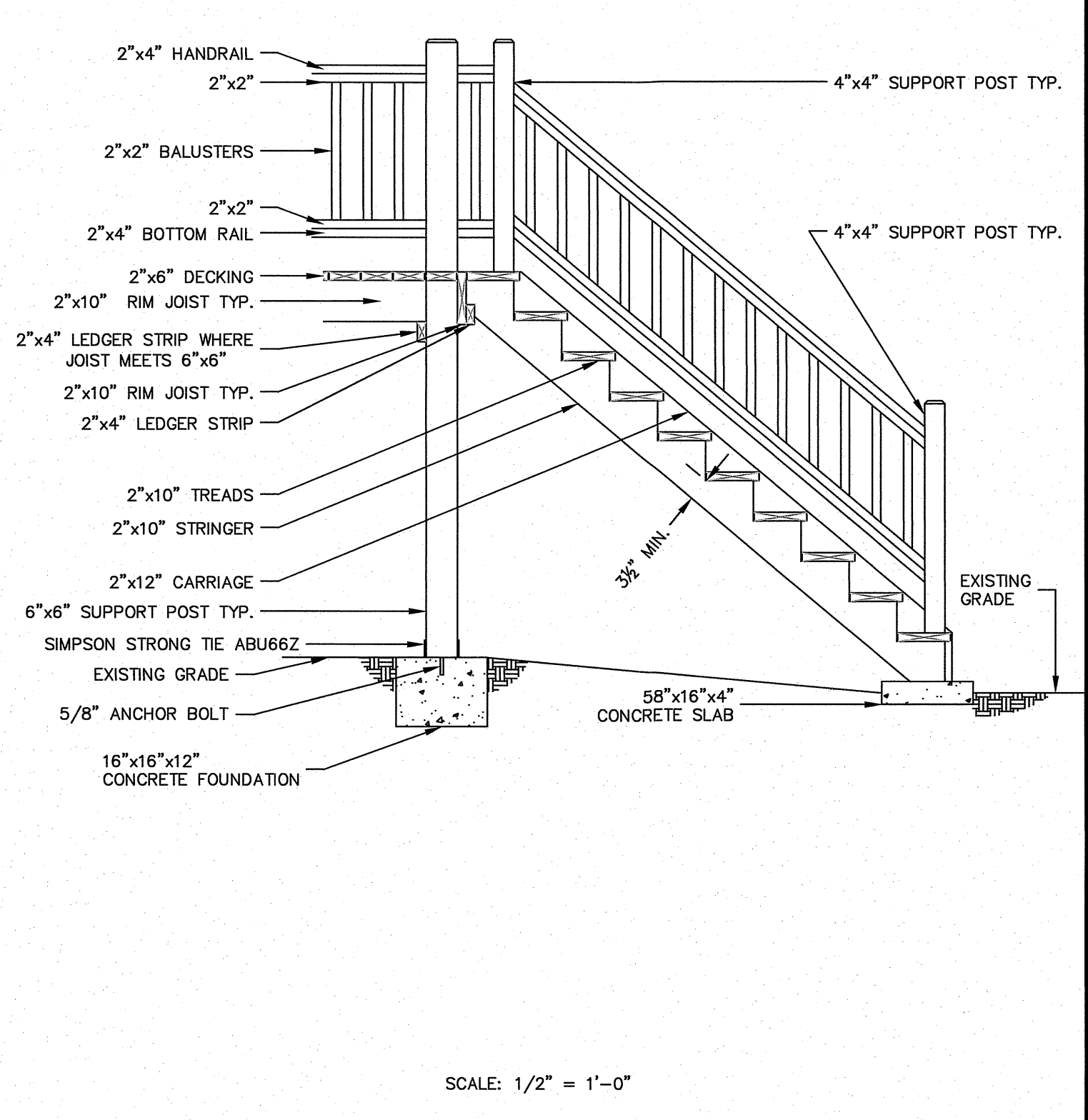
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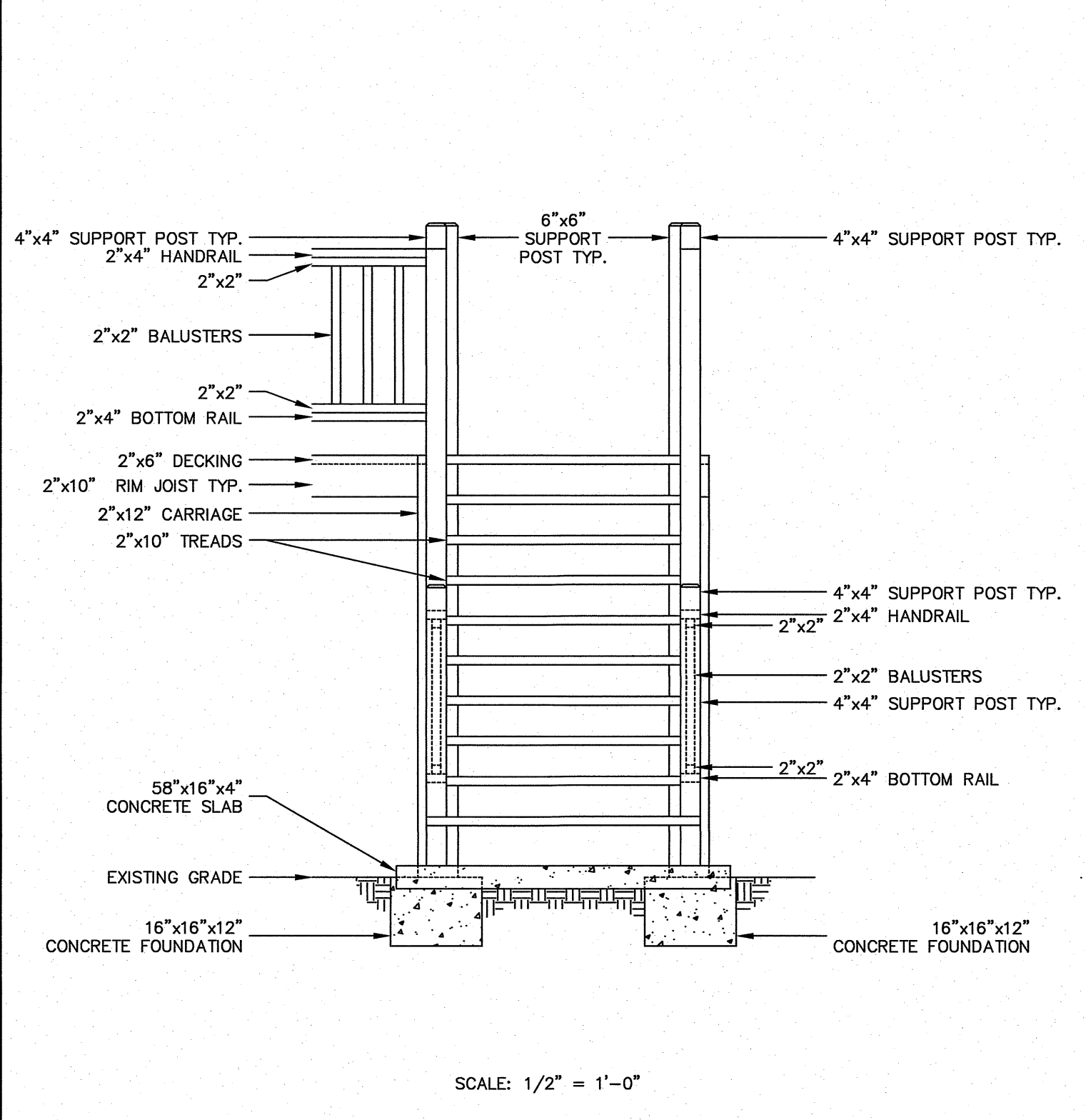
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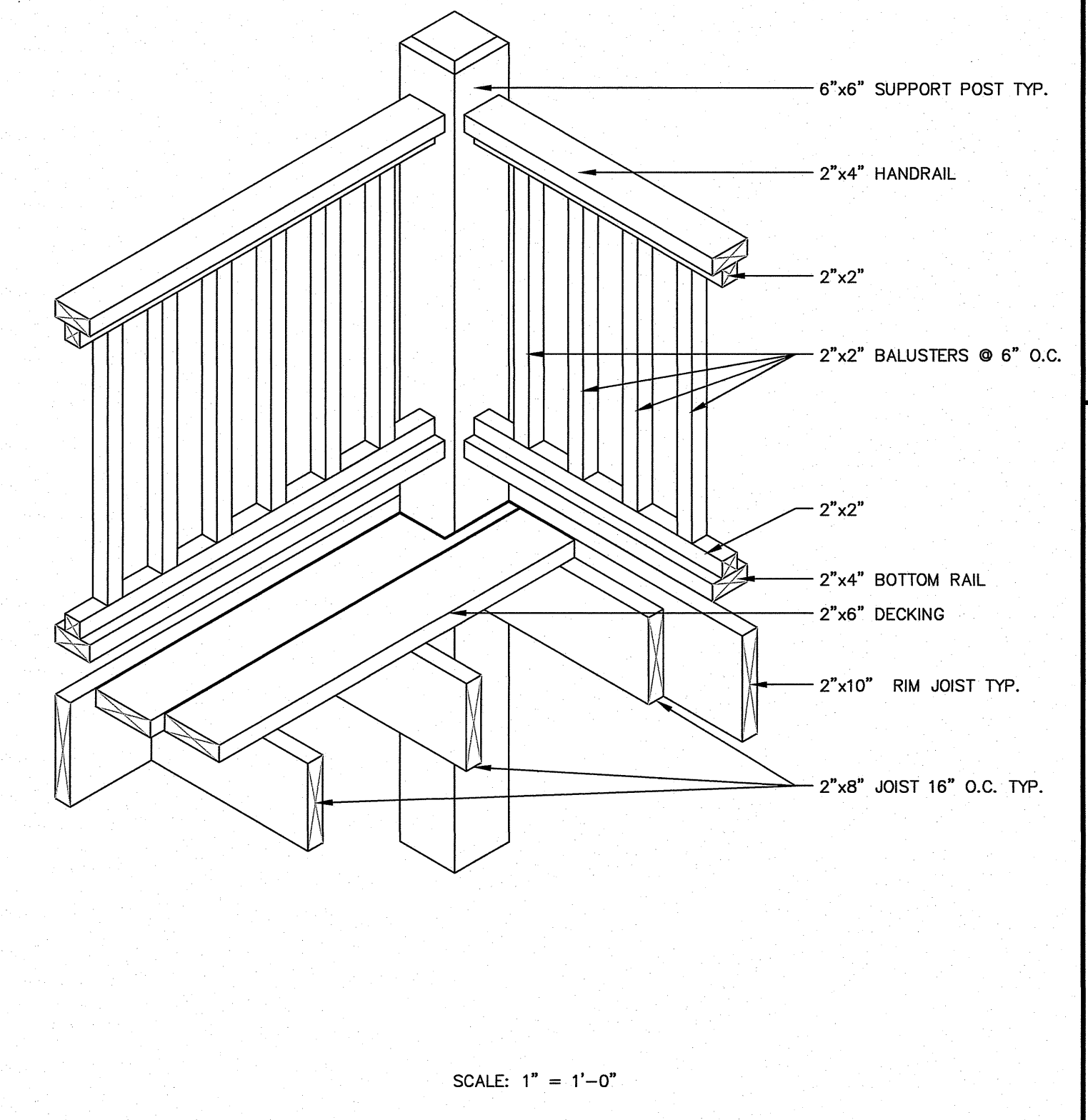
SIDE VIEW OF STAIRS

B



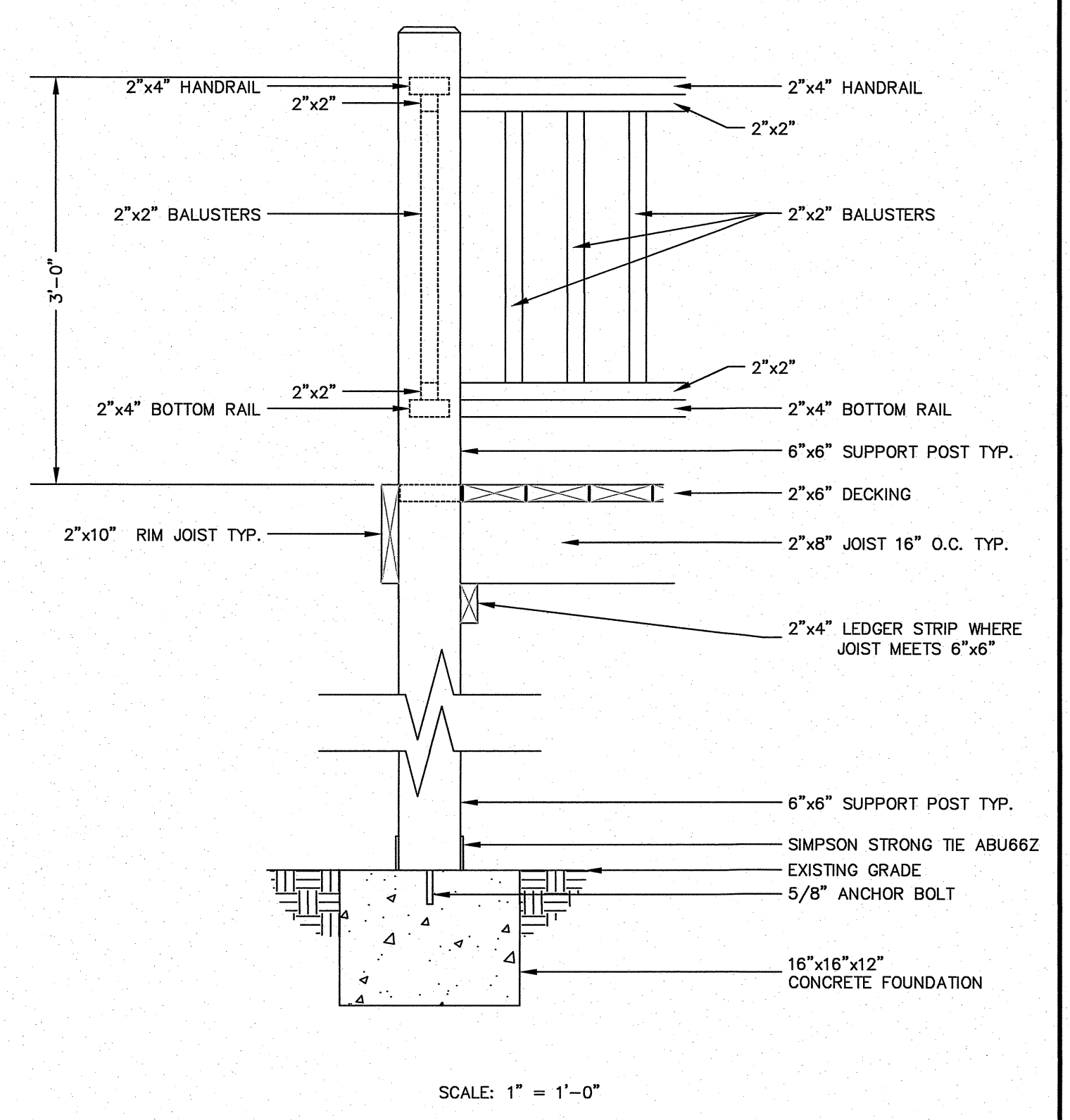
FRONT VIEW OF STAIRS

C



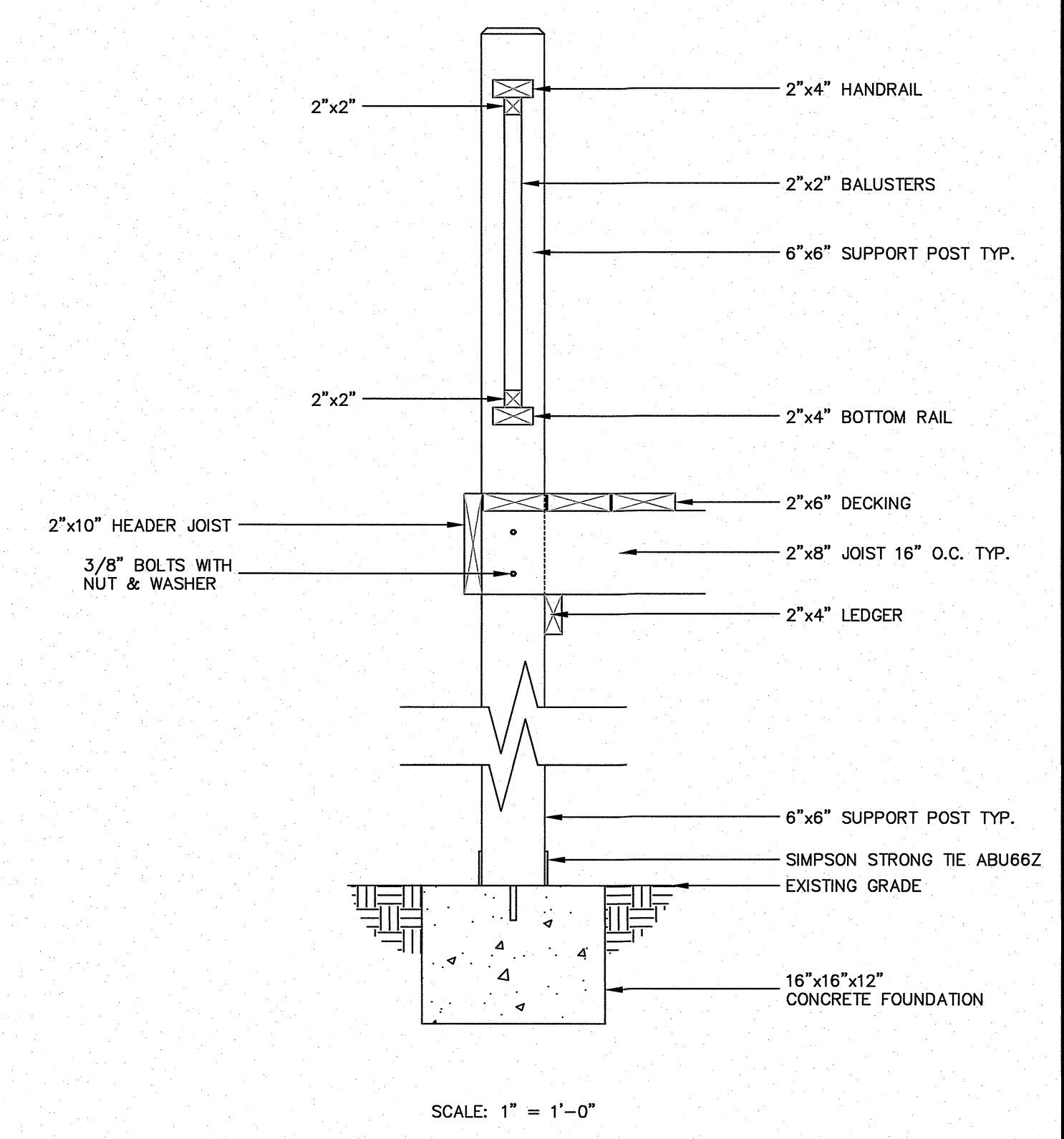
ISOMETRIC CORNER VIEW OF DECK

D



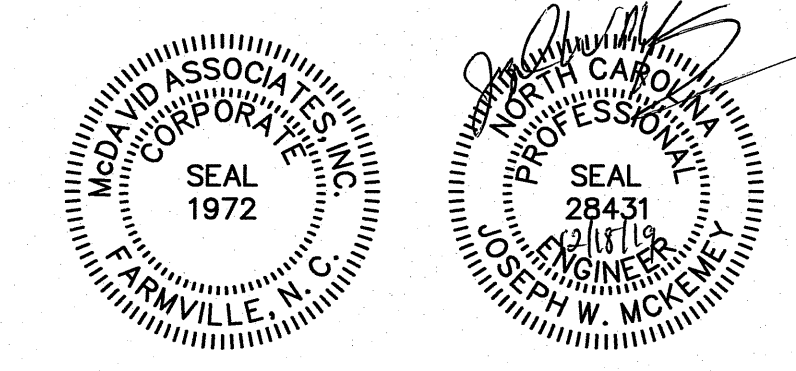
SIDE VIEW OF DECK

E



FRONT VIEW OF CORNER

F



NO.	DATE	DESCRIPTION

McDAVID ASSOCIATES, INC.
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 Engineers - Planners - Land Surveyors
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 100 East Walnut Street
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DATE: _____
 MAI REVIEW OFFICER: _____
 DATE: _____

CAD FILE DIRECTORY: W:\DBxx-gen\084x_eng\0847_LD\2017-0372-5554
CAD DWG FILE NAME: P07-DECK AND PORCHES DETAILS.DWG
CAD PLOT FILE NAME: LAYOUT1
MAP FILE REFERENCE: D-1163 RED
PROJECT NO.: 1-17-0372-5554
DRAWING NO.: 6
SCALE: AS-NOTED
DATE: DECEMBER 18, 2019
SURVEYED BY: JWM
COMPUTED BY: JWM
DRAWN BY: MW
APPROVED BY: JWM

REPLACEMENT DECK AND PORCH DETAILS
 CONTRACT NO. 2 - 409 H.C. POWERS ROAD
 2017 HAZARD MITIGATION GRANT PROGRAM
 DUPLIN COUNTY
 NORTH CAROLINA
 DUPLIN COUNTY

Section VIII – Project Map

