

Harpeth River Franklin, Tennessee



US Army Corps
of Engineers
Nashville District

Floodproofing Project Guide

Section 205, Flood Risk Management

Updated Sep 17, 2024



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1.0 INTRODUCTION

Under a joint U.S. Army Corps of Engineers (USACE) and City of Franklin, TN program, 35 homes have been identified eligible for voluntary elevation (Table 1). It is noteworthy that Williamson County building codes now require first floor elevations to be 3 feet above the 100-year floodplain, thus the requirement for raised first floor elevations to exceed the 100-year floodplain by 3 feet for the purposes of this project. All elevations will be verified prior to actual floodproofing.

Table 1 - Eligible Structures

Strc_ID	Address	Current First Floor Elevation, Feet	Base Flood Elevation (100-year)	Amount of Raising (Feet)	Structure Square Footage
2680	101 Monticello Road	625.93	627.86	4.93	3,192
2762	914 Rebel Circle	625.33	626.39	4.06	2,190
2771	514 Crafton Avenue	625.36	626.40	4.04	2,586
2783	513 Crafton Avenue	625.34	626.52	4.18	2,283
3056	150 Lancaster Drive	632.65	635.17	5.52	3,468
3064	154 Lancaster Drive	630.09	635.17	8.08	1,994
3110	147 Lancaster Drive	632.01	635.17	6.16	2,661
3111	151 Lancaster Drive	631.94	635.17	6.23	2,702
3135	174 Lancaster Drive	633.45	635.63	5.18	3,580
3148	182 Lancaster Drive	633.68	635.91	5.23	2,947
3154	178 Lancaster Drive	634.27	635.72	4.45	3,555
3185	169 Lancaster Drive	635.44	636.86	4.42	5,269
3216	173 Lancaster Drive	634.61	636.87	5.26	2,684
3221	177 Lancaster Drive	634.89	636.72	4.83	2,360
3427	109 Daniels Drive	635.69	639.79	7.10	1,727
3428	111 Daniels Drive	635.59	639.79	7.20	1,500
3429	107 Daniels Drive	635.35	639.79	7.44	1,249
3449	221 North Margin Street	632.43	636.94	7.51	860
3768	717 Fair Street	633.68	636.28	5.60	1,322
3799	406 Eddy Lane	634.72	642.50	10.78	1,158
4190	413 Murfreesboro Road	637.72	643.04	8.32	1,920
4342	101 Ewingville Drive	638.16	643.59	8.43	2,060
4362	159 Ewingville Drive	638.77	643.59	7.82	2,991
4449	135 Ewingville Drive	641.56	644.39	5.83	3,713
4462	134 Ewingville Drive	638.49	644.42	8.93	2,540
4476	133 Ewingville Drive	639.38	644.40	8.02	1,968
4484	132 Ewingville Drive	639.47	644.44	7.97	3,359
4503	112 Ewingville Drive	639.68	644.50	7.82	4,236
4508	131 Ewingville Drive	639.43	644.43	8.00	2,590
4520	130 Ewingville Driver	640.16	644.47	7.31	3,525
4531	114 Ewingville Drive	637.55	644.54	9.99	2,523
4538	129 Ewingville Drive	639.73	644.45	7.72	2,704
4551	115 Ewingville Drive	638.05	644.61	9.56	3,359
4553	126 Ewingville Drive	640.65	642.46	4.81	2,336
4593	125 Ewingville Drive	640.74	644.56	6.82	1,848

2.0 MESSAGE TO HOMEOWNER

As you are probably aware, the costs for implementing the Harpeth River project must be shared by a local sponsor. For this project, the City of Franklin is acting as that cost sharing sponsor. USACE is responsible for 65% of total project costs and the sponsor's share is 35%. The City of Franklin Board of Mayor and Aldermen has voted to split the 35% of project costs with the homeowners. What this means to you as a participant in the project, is that you will be responsible for 17.5% percent of costs associated with the floodproofing of your home. Any additional work you may request the contractor to perform will be your responsibility. If you have additional questions, you may contact the following persons associated with the project:

Ramune Matuliauskaite
USACE Project Manager
615-736-7853

ramune.matuliauskaite@usace.army.mil

William Banks
City of Franklin Project Manager
615-550-6677

william.banks@franklintn.gov

This program is **voluntary**. The following paragraphs outline the steps on how to participate.

1. **Application and Site Visit**

Submit an application and right-of-entry form (see Attachment 1) along with a copy of your property deed to the address below to get started. This enables USACE to verify the ownership and title and visit the property to gather information to aid in developing an independent government estimate (IGE). During the initial visit to the property we will discuss with you the work to be performed and what items would be included as part of the floodproofing, such as foundation, exterior features, gutter extensions, porches, steps, ramps, HVAC, landscaping, etc. After the visit we will provide you with a scope of work and technical criteria to assist you with soliciting proposals.

Submit the application and right-of-entry form along with a copy of your property deed to:

By email (preferred) to: Ramune.Matuliauskaite@usace.army.mil

By mail to:

Attn: Ramune Matuliauskaite
Planning Branch (Harpeth River Project)
U.S. Army Corps of Engineers
110 9th Avenue South, Room A405
Nashville, TN 37203

If sending by mail, please call 615-736-7853 to let us know to expect your application arrival.

2. **Estimates**

Once your application is cleared, you are responsible to solicit at least 1 or, if possible, several estimates for floodproofing your home. Contractors should forward proposals to you for your review, and it is recommended that you send in the proposals from contractors that you are satisfied with, however, it is not necessary to send in proposals from contractors that you do not desire to use. You may solicit proposal(s) from your choice of

contractors, provided that they meet all the requirements of the State for doing business in the project area. A list of contractors who have expressed an interest in participating in the floodproofing program is attached (see Attachment 2).

This list is only for your convenience and does not represent an endorsement or recommendation by the Corps of Engineers of any contractor. You are not required to select a contractor from this list.

Each contractor's proposal must include all floodproofing construction costs (see Attachment 7 for a List of Eligible Items), overhead, and profit. The Contractor Proposal Worksheet for use by the contractors is included in Attachment 3. In addition to construction costs, the contractor's proposal should include any temporary housing costs to cover the expenses that you and your family would incur (over and above those normal monthly expenses that you would pay if you stayed in your home) during the floodproofing construction work period. The temporary housing needs to be estimated based on the family size and the average hotel pricing of the area. Reimbursement of your reasonable temporary housing expenses will be made to you by your contractor according to the construction agreement executed between you and your contractor.

Ask the contractor to put their estimates on the worksheet provided (Attachment 3). Digital copy of the worksheet can be provided upon request. Furnish all the bids to the project manager via email: Ramune.Matuliauskaite@usace.army.mil. If you cannot do so, please mail the bids to:

Attn: Ramune Matuliauskaite
Planning Branch (Harpeth River Project)
U.S. Army Corps of Engineers
110 9th Avenue South, Room A405
Nashville, TN 37203

Following the Corps' review of your contractor's proposal(s) and comparison with the Corps' estimate of the floodproofing work, we will provide you with a written "Government Estimate" (lump sum dollar amount) for having your home floodproofed. Also, we will provide you with technical information relative to the proposal(s) submitted that will assist you in negotiating with your selected contractor(s) if further negotiations become necessary. It will be your responsibility to negotiate with your selected contractor a "fair-and-reasonable" price for having your home floodproofed. The "Government Estimate" will be the basis for your negotiations. Any costs negotiated with your selected contractor for floodproofing your home that are in excess of the "Government Estimate" are your (the homeowner's) financial responsibility and must be approved by the Corps before executing the construction contract.

3. Floodproofing Agreement and Contracts

Once you have agreed upon a price with your contractor, including any temporary housing expenses, you and the Corps and the City will execute the FLOODPROOFING AGREEMENT (see sample in Attachment 4). This agreement authorizes you to initiate the floodproofing construction, for which the Corps and the City will provide payment based

on the "Government Estimate". The City of Franklin will have a separate HOMEOWNER FUNDING agreement with you regarding the cost-sharing of floodproofing contract costs (see sample in Attachment 6). You and your contractor will then execute a CONSTRUCTION CONTRACT. The content and negotiation of the construction contract is entirely between you and your contractor. The only requirements that the Corps has are that the contract include specific language allowing the Corps to conduct "post construction audits" and that the contractor perform all floodproofing work in compliance with the technical criteria provided by the Corps. In order to comply with these requirements **the contract must contain the following specific language:**

(1) "The Contractor agrees that all floodproofing work will be accomplished in accordance with the technical criteria previously provided by the Nashville District U.S. Army Corps of Engineers before payment is made to the Homeowner/Contractor."

(2) "The Contractor agrees to keep separate individual cost accounting records detailing both direct and indirect costs in connection with the floodproofing work. The Contractor also agrees to make such records available to the U.S. Army Corps of Engineers or other representatives of the United States of America upon demand so that contract costs may be evaluated. The cost evaluation will be performed using generally accepted accounting standards and auditing policies and criteria."

(3) "The Contractor agrees that said floodproofing work shall be completed by the contractor within the 6¹ months from the date of the issuance of a Notice to Proceed for beginning work related to this contract. Further, the contractor agrees and understands that the time period specified herein for completion of said work is of the essence."

FN1: Unless otherwise negotiated and approved by the Corps and the City of Franklin, TN.

NOTE: A copy of your construction contract must be provided to the Corps prior to initiation of construction. This must include sufficient information to protect both the homeowner and the contractor.

IMPORTANT INFORMATION:

- You do not have to participate, and you do not have to sign an agreement until and unless you are satisfied on all matters and understand the program thoroughly.
- Work closely with prospective contractors so that the estimates represent plans that you are satisfied with. If a prospective contractor is not willing to conform to your requirements or our criteria, seek another contractor.
- We cannot pay for estimates. Be sure to ask if the estimate is free before you request it. You might be obligated to a bill you did not expect.

- Since our agreement will be between the Corps, the City of Franklin, and you, and not the contractor, we cannot be responsible for contractor's performance. The CONSTRUCTION CONTRACT is negotiated between you and the contractor. Based on the Corps' previous experience in the floodproofing program, we have encountered a number of construction related issues which you may wish to consider in negotiations with your contractor:
 - a) Comprehensive General Liability Insurance
 - b) Builders Warranties
 - c) Release of Liens
 - d) Repair of contractor's related damages
 - e) Contractor's References
 - f) Use of your utilities such as telephone, heat, electricity, gas, and water during construction. The Corps will not reimburse homeowner expenses related to the use of these utilities.
 - g) Utilities such as water, gas, and electric which are disconnected to facilitate the floodproofing construction may require building code upgrades prior to reconnection. Upgrades needed because of floodproofing work are included as part of the project costs. Upgrades not directly related to or necessary to accomplish floodproofing are at your expense. Therefore, you should discuss any code related problems and upgrade costs with your contractor prior to executing a construction a contract.

- If you wish to negotiate additional construction work with the contractor outside the floodproofing work, the details and costs for that work must be submitted to the Corps for review prior to executing the CONSTRUCTION CONTRACT to ensure the work does not interfere with the floodproofing construction. If you intend to have additional work done, it will be at your expense. All work items beyond the scope of the floodproofing (see Attachment 7 for a List of Eligible Items) are your responsibility and must be clearly identified as such in the CONSTRUCTION CONTRACT.

- The Corps and the City will provide as much assistance and guidance as possible. We want you to be satisfied with the work and with your decision.

4. Construction

A pre-construction meeting with the Corps and City of Franklin representatives could be conducted prior to the initiation of work efforts if requested by the contractor and the homeowner.

Change orders: If it becomes necessary to request a change order due to unforeseen circumstances, it must be coordinated with and approved by the Corps prior to initiating the change. If the change is implemented before approval is given, the cost associated with that change may be at the expense of the homeowner or contractor.

The contractor must:

- Obtain the required building permit(s) from the City of Franklin.
- Conform to all applicable City of Franklin codes and inspections.

- Work out details and timing of operations with the owner including providing lodging for the occupant(s) if the property must be vacated.
- Secure the property if it must be vacated.
- Provide access to the worksite for Corps or City of Franklin inspectors.
- Provide foundation that will allow free movement of floodwater beneath the house to equalize hydrostatic pressures.
- Perform the work in a professional manner and quality to the satisfaction of the owner, Corps and the City of Franklin.

5. Inspections

During the construction the contractor should coordinate appropriate inspections with the City of Franklin to ensure work is performed in accordance with local codes and permits. Once the City of Franklin confirms that all inspections were successfully passed, certificate of occupancy acquired, and work has been completed to your satisfaction, the Corps and the City of Franklin will perform a final inspection/walk-through to ensure the home is elevated to the specified height, is safe, and meets all Corps and City requirements. Following a successful final inspection, the homeowner will submit a request for final payment along with items listed in the payment inspection report (see sample in Attachment 8).

Prior to requesting a Final Inspection, the following conditions have to be met:

- Final Elevation Certificate completed and accepted by the City.
- Floodproofing Covenant executed and recorded.
- Certificate of Occupancy obtained.
- All permits are closed.
- All construction equipment and debris removed from the property.

6. Payments

The Corps will issue four checks at 25% completion increments, based on provided invoice and verification of work completed as listed in payment inspection reports shown in Attachment 8, payable jointly to you and your contractor. The homeowner is responsible to send the invoice to the City of Franklin for verification. The City will then forward the payment request to the Corps for processing and payment.

Prior to requesting the third and final payments the following important items are required to be completed:

1. Final Elevation Certificate. Your contractor must prepare per City of Franklin Floodplain Permit requirements, unless the City performs this at the request of the homeowner, completed before the 3rd payment request.
2. Executed and recorded floodproofing covenant (see sample in Attachment 5), completed before the 3rd payment request.
3. Certificate of Occupancy, obtained before the final (4th) payment).
4. Final Inspection completed (4th payment)

Final Payment: After the final inspection and submittal of all required items per payment inspection report (Attachment 8), the final check for the work performed under the homeowner/contractor construction contract will be written jointly to you and your contractor.

3.0 MESSAGE TO CONTRACTOR

The Harpeth River floodproofing project is being carried out in partnership with the U.S. Army Corps of Engineers and the City of Franklin, TN. Please give your attention to the procedures and requirements for program participation and payment for construction that follow.

1. Contractor Participation

Contractors will not be pre-qualified by the Corps. The Corps' only requirements for participation in this program are that you be licensed by the State (if required by State Law) and that you agree to an inspection of completed floodproofing work.

2. Proposals

The Corps will furnish the homeowner with general technical criteria for floodproofing his/her home. The homeowners will be responsible for soliciting at minimum one (1) construction proposal. The Corps has provided the homeowners with a list of contractors who have indicated an interest in participating in the floodproofing program. However, the homeowners are not limited to that list.

The homeowner will provide you with a Contractor Proposal Worksheet (Attachment 3) which you are to use for preparing a construction proposal. The Corps will not reimburse the homeowner for any costs of preparing the proposal. Proposals must include all floodproofing construction costs (see Attachment 7 for a List of Eligible Items), overhead, and profit. In addition to construction costs, the proposal should include any temporary housing costs (payable to the homeowner by you) to cover the reasonable temporary housing expenses that the homeowner would incur (over and above the normal monthly expenses had they remained in their home) during the floodproofing construction work period. The temporary housing needs to be estimated based on the family size and the average hotel pricing of the area. The Contractor Proposal Worksheet must be used for your submittal to be considered for this work. The Corps will not accept any deviations.

Costs for any additional work requested by the homeowner that are not part of the floodproofing need to be shown separately and will be the responsibility of the homeowner. See section “**3. Contract**” below for additional information.

All contractor proposals must be returned to the homeowner for submittal to the Corps for review. The contractor is not to submit proposals directly to the Corps of Engineers. The Corps will review the proposals and provide the homeowner a written "Government Estimate" based upon a comparison of the government estimate and contractor construction proposals received. The Corps also will provide the homeowner with technical information relative to the proposals submitted to assist them in negotiating a "fair-and-reasonable" price for having their home floodproofed. It is the homeowner's responsibility to negotiate with their selected contractor(s). The "Government Estimate" will be the basis for the negotiations. Any costs negotiated for floodproofing that are in excess of the "Government Estimate" will be the homeowner's responsibility.

3. Contract

Once you and the homeowner have agreed upon a price, including any temporary housing expenses, the Corps and the homeowner will execute a FLOODPROOFING AGREEMENT which authorizes the homeowner to initiate the floodproofing construction for which the Corps will provide payment based on the "Government Offer". The homeowner will also sign an agreement with the City of Franklin to split the floodproofing contract costs. You and the homeowner will then execute a CONSTRUCTION CONTRACT. The content and negotiation of the construction contract is entirely between you and the homeowner. The only requirements that the Corps has are that the contract include specific language allowing the Corps to conduct "post construction audits" and that the floodproofing construction be in compliance with the technical criteria provided by the Corps. In order to comply with these requirements, **the contract must contain the following specific language:**

- a. "The Contractor agrees that all floodproofing work will be accomplished in accordance with the technical criteria previously provided by the Nashville District U.S. Army Corps of Engineers before payment is made to the Homeowner/Contractor."
- b. "The Contractor agrees to keep separate individual cost accounting records detailing both direct and indirect costs in connection with the floodproofing work. The Contractor also agrees to make such records available to the U.S. Army Corps of Engineers or other representatives of the United States of America upon demand so that contract costs may be evaluated. The cost evaluation will be performed using generally accepted accounting standards and auditing policies and criteria."
- c. "The Contractor agrees that said floodproofing work shall be completed by the contractor within the 6¹ months from the date of the issuance of a Notice to Proceed for beginning work related to this contract. Further, the contractor agrees and understands that the time period specified herein for completion of said work is of the essence."

FN1: Unless otherwise negotiated and approved by the Corps and the City of Franklin, TN.

The CONSTRUCTION CONTRACT is negotiated between you and the homeowner. The Corps is not a party to the CONSTRUCTION CONTRACT or any contract negotiations. Any damages that result from the floodproofing construction activities including lifting of the structure is the ultimate responsibility of the prime contractor, not the Corps of Engineers or the City of Franklin. Therefore, based on the Corps' previous experience in the floodproofing program, and in the interest of both parties to the construction contract, we have provided a listing of the following items to the homeowner for suggested discussions during negotiations:

- a) Comprehensive General Liability Insurance
- b) Builders Warranties
- c) Release of Liens

- d) Repair of contractor's related damages
- e) Contractor's References
- f) Use of homeowner's utilities such as telephone, heat, electricity, gas and water during construction. The Corps will not reimburse homeowner expenses related to the use of these utilities.
- g) Utilities such as water, gas, and electric which are disconnected to facilitate the floodproofing construction may require building code upgrades prior to reconnection. Upgrades needed because of floodproofing work are included as part of the project costs. Upgrades not directly related to or necessary to accomplish floodproofing are at homeowner's expense. Therefore, you should discuss any code related problems and upgrade costs with the homeowner prior to executing a construction a contract.

Details and costs for any additional work must be submitted with the construction proposal to the Corps by the homeowner for review prior to executing the CONSTRUCTION CONTRACT to ensure the work does not interfere with the floodproofing construction. If the homeowner wishes to have additional work done beyond the scope of work for floodproofing (see Attachment 7 for a List of Eligible Items), it will be at their expense. All additional work items are the responsibility of the homeowner and must be clearly identified as such in the homeowner/contractor CONSTRUCTION CONTRACT.

NOTE: A copy of your construction contract must be provided to the Corps prior to initiation of construction. This must include sufficient information to protect both the homeowner and the contractor.

4. Permits

You will be responsible to obtain all the necessary permits from the City of Franklin based on the work to be performed. You can find permit information at the web address bellow or by contacting the Building and Neighborhood Services Department (615-794-7012).

<https://www.franklintn.gov/government/departments-a-j/building-and-neighborhood-services>

5. Elevation Certificate

You will be responsible for preparing pre-construction, during, and post-construction (final) elevation certificates for the structure as required by the City of Franklin Floodplain Permit. Completion of the certificates will be in accordance with FEMA guidelines and signed by a registered land surveyor or engineer. Copies of the elevation certificates will need to be provided to the Corps and homeowner before final payment can be made.

NOTE: The City of Franklin may perform all elevation certificates to expedite the project, if requested by the homeowner. You will need to coordinate the foundation/final inspection milestones with the City to minimize scheduling delays.

6. Change Orders

It is imperative that the condition of the structure be thoroughly inspected prior to submitting the construction proposal in an attempt to minimize construction change orders. However, if it becomes necessary to request a change order due to unforeseen circumstances, it must be coordinated with and approved by the Corps prior to initiating the change. If the change is implemented before approval is given, the cost associated with that change may be at the expense of the homeowner or contractor.

7. Pre-Construction Meeting and Inspections

A pre-construction meeting with the Corps and City of Franklin representatives could be conducted prior to the initiation of work efforts if requested by the contractor and the homeowner. Although it is the homeowner's responsibility to ensure that the floodproofing construction is accomplished in accordance with the technical criteria provided, the Corps may also make periodic inspections to protect the Government's investment. It is the contractor's responsibility to coordinate and adhere to the City of Franklin required inspections.

The homeowner, contractor, Corps and a representative from the City of Franklin will participate at the final inspection. Prior to requesting a Final Inspection, the following conditions have to be met:

- Final Elevation Certificate completed and accepted by the City.
- Floodproofing Covenant executed and recorded.
- Certificate of Occupancy obtained.
- All permits are closed.
- All construction equipment and debris removed from the property.

8. Payments

The Corps will issue four checks at 25% completion increments, based on provided invoice and verification of work completed as listed in the payment inspection reports (see ample in Attachment 8), payable jointly to you and the homeowner. The homeowner is responsible to send the invoice to the City of Franklin which will review and verify that the work has been completed and will forward the payment request to the Corps for processing.

Prior to requesting the third and final payments the following important items are required to be completed:

1. Final Elevation Certificate. Must be prepared per City of Franklin Floodplain Permit requirements, unless the City performs this at the request of the homeowner, completed before the 3rd payment request.
2. Executed and recorded floodproofing covenant (see sample in Attachment 5), completed by the 3rd payment request.
3. Certificate of Occupancy, obtained before the final (4th) payment.
4. Final Inspection completed (4th payment).

Final Payment: Once the floodproofing construction has been accepted by the Corps and the City of Franklin as specified in the FLOODPROOFING AGREEMENT, the Corps will issue a final check payable jointly to you and the homeowner.

9. If you have any questions, your points of contact are:

Ramune Matuliauskaite
USACE Project Manager
615-736-7853
ramune.matuliauskaite@usace.army.mil

William Banks
City of Franklin Project Manager
615-550-6677
william.banks@franklintn.gov

4.0 ATTACHMENTS

Attachment 1 - Application

File for printing and filling out will be provided separately. The following image is for information only.

PRELIMINARY APPLICATION & RIGHT-OF-ENTRY HARPETH RIVER, FRANKLIN, TN NONSTRUCTURAL FLOOD RISK MANAGEMENT PROJECT	TRACT NO. _____ STRUCTURE NO. _____ OWNER <input type="checkbox"/> TENANT <input type="checkbox"/> APPLICATION NO. _____ INTERVIEWER _____ DATE _____																																						
In compliance with the Privacy Act of 1974, the following information is provided. Public Law 80-858, Section 205, authorized the solicitation of the information on this form for purposes of determining eligibility for participation in the project. This is the only use to be made of the information except for audit purposes to ensure compliance with the law. Disclosure of the information is voluntary; however, failure to provide the information will result in your ineligibility to participate in the project.																																							
Please answer the following questions completely and accurately. The information will be used by program personnel to help determine eligibility and benefits. Complete and accurate information will expedite the processing of your application.																																							
APPLICANT'S NAME _____ First, Middle, Last																																							
MAILING ADDRESS _____ Street or Box Number, City, State, Zip																																							
PHYSICAL ADDRESS _____																																							
HOME PHONE (____) _____ WORK PHONE (____) _____																																							
MARITAL STATUS _____ IF MARRIED, SPOUSE'S NAME _____																																							
DO YOU LIVE ON THE PROPERTY? YES NO																																							
IF YOU ARE A TENANT, LANDOWNER'S NAME _____																																							
For Landowners Only	DIRECTIONS TO PROPERTY _____ _____ HOW WAS LAND ACQUIRED? (i.e. deed, will, heirship) _____ DEED BOOK AND PAGE (**REQUIRED**) _____ SIZE OF PROPERTY (i.e. 100'x100' Lot, 5 Acres, etc) _____ IS PROPERTY MORTGAGED? _____ IF YES, WITH WHOM? _____																																						
List & describe buildings on the property (i.e. 2-story frame, 5-room; 1 story brick, 8-room house; 1977 12x60 mobile home; four-unit apartment building, 8x12 storage building, etc.)																																							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Structure Description</th> <th style="width: 20%;">Owner of Structure (if different from the applicant)</th> <th style="width: 20%;">Tenant's Name (If applicable)</th> <th style="width: 30%;">Monthly Rent</th> </tr> </thead> <tbody> <tr><td>(1)</td><td></td><td></td><td></td></tr> <tr><td>(2)</td><td></td><td></td><td></td></tr> <tr><td>(3)</td><td></td><td></td><td></td></tr> <tr><td>(4)</td><td></td><td></td><td></td></tr> <tr><td>(5)</td><td></td><td></td><td></td></tr> </tbody> </table>				Structure Description	Owner of Structure (if different from the applicant)	Tenant's Name (If applicable)	Monthly Rent	(1)				(2)				(3)				(4)				(5)															
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For each structure listed above, please complete the information in the chart below.																																							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Head of Household</th> <th style="width: 10%;">No. of Occupants</th> <th style="width: 15%;">How long have you lived there?</th> <th style="width: 15%;">Date mobile home placed on Site</th> <th style="width: 10%;">Lien or Mortgage?</th> <th style="width: 30%;">For Official Use: Structure No.</th> </tr> </thead> <tbody> <tr><td>(1)</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>(2)</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>(3)</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>(4)</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>(5)</td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>				Head of Household	No. of Occupants	How long have you lived there?	Date mobile home placed on Site	Lien or Mortgage?	For Official Use: Structure No.	(1)						(2)						(3)						(4)						(5)					
Head of Household	No. of Occupants	How long have you lived there?	Date mobile home placed on Site	Lien or Mortgage?	For Official Use: Structure No.																																		
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REMARKS _____ _____ _____																																							

Attachment 2 – List of Contractors

The following contractors have expressed interest in participating in the project. You are not required to select a contractor from this list.

Firm Name	Last Name	First Name	Telephone	Email Address
Lynn Sanford Construction, Inc.	Forrester	Mary		maryforrester@comcast.net
KANE Industries, LLC	Hemmert	Kermit		kermitthemmert@kaneindustrial.com
KANE Industries, LLC	Payne	Matt		matt@kaneindustrial.com
Canson Construction Management, LLC	Broady	Candice	910-303-3523	canson.constructionmgt@gmail.com
Polk & Associates, LLC	Polk	Reggie	615-730-5372 615-692-8615	reggie@polkconstructiontn.com
CD Steger Construction, Inc.	Steger	Cliff	615-370-7024 615-243-5852	cliff@cdscinc.net
Home Engineering Services	Stanley	S.R.	615-810-5671	sucrontay@gmail.com
The Ransomed Group, Inc.	Ransom	Jennifer	901-457-9600	accounting@ransomedconstruction.com
Elevate Tennessee, LLC, Toothman Structure Movers	Toothman	Don	615-579-0755	structuremovers@gmail.com
Majors Construction	Bright	Doug		doug@majors-construction.com
L&R Resources, LLC	Scott	Roderick	985-273-9590	roderick.scott75@aol.com
Lee's Excavation, LLC	Holombo	Lee	931-220-7787	holombocon@aol.com
Adam's Contracting	Barrett	Tracy	859-576-9961	
Layman Construction Co. and House Moving	Layman	Jimmy	423-623-1131 865-322-0538	
Davie Shoring, Inc.	Tom	Haralson	225-921-7414	tomharalson@davieshoring.com Davieshoring.com https://www.facebook.com/davieshoring

Attachment 3 – Contractor Proposal Worksheet

Message to the Contractor:

The Contractor Proposal Worksheet must be used in all submittals to the Corps of Engineers **through the homeowner** to be considered for the floodproofing work. At a minimum, every sub-line item (noted by numbers) must be entered where applicable. If not applicable, an N/A must be entered under cost for that specific item to ensure that it has been considered. Each line must include ‘labor, equipment, and material’. Labor is not entered as a separate line item at the end of the proposal.

If negotiations are necessary, and you have not filled out the entire breakdown, you as the contractor may have to go back and fill in missing items as requested for the purpose of comparison.

The Government Estimate is formulated the same as presented in the worksheet. This gives details to a specific task. It would be worthwhile, and your estimate would be more exact, if you did the same, where possible.

Only submit proposals on the work for the floodproofing. Any additional work is between you and the homeowner. Make sure that you have given careful consideration to each line item presented. Modifications to the project scope will be kept to a minimum, and not be considered unless there is a necessary change to the Corps design criteria, which must be approved prior to any work being started.

It is imperative that you understand the scope of the project, and all other work (if required) that the homeowner is expecting you to do. The Corps will only pay for floodproofing work accomplished, and any additional work is the homeowner’s responsibility.

Important: An Elevation Certificate must be completed by a licensed surveyor indicating that the floodproofed elevation is at or above the requirements for the structure. The cost of elevation certificates and permits necessary for floodproofing should be included in the estimate.

CONTRACTOR PROPOSAL WORKSHEET

Note: This work sheet is to be submitted for all proposals. An electronic version (Excel file) will be provided by the points of contact listed in section 2.0.

Date:				
Prepared by:				
Homeowner:				
Structure:				
Tract:				
Contractor:				
License #:				
Square Foot of Structure:				
Total Proposal:				
Items	Base + Opt A	Base + Opt B		
Pre - Construction	\$ -	\$ -		
- Features of work include but not limited to: Site preparation, Any Insurance, Bonds, Drawings, Surveys, Permits, Inspection fees				
- Miscellaneous features of work (Contractor Notes)				
Site Preparation	\$ -	\$ -		
- Features of work include but not limited to: Mobilization, Demolition, Demobilization				
- Miscellaneous features of work (Contractor Notes)				
Raising	\$ -	\$ -		
Option A				
<u>(Re Use Existing Foundation) - Option A</u>				
- Features of work include but not limited to: The contractor will reuse existing foundation footers, cmu walls and piers to raise the property to specified elevation.				
- Miscellaneous features of work (Contractor Notes)				
Option B				
<u>(Construct New Foundation) - Option B</u>				
- Features of work include but not limited to: The contractor will reuse existing foundation footers, cmu walls and piers to raise the property to specified elevation.				
- Miscellaneous features of work (Contractor Notes)				

CONTRACTOR PROPOSAL WORKSHEET

<u>Front / Side and or Rear Entrances:</u>			
- Features of work include but not limited to: include all materials, labor and etc to construct new front / side and rear access to the property			
- Miscellaneous features of work			
(Contractor Notes)			
Utility Work		\$ -	\$ -
- Features of work include but not limited to: disconnecting, relocating, extending, raising, connecting and etc for the Plumping, HVAC, Electrical, Water, Sewer and etc. Additionally, decking, stairs and etc required for utilities.			
- Miscellaneous features of work			
(Contractor Notes)			
Additional Items		\$ -	\$ -
- ADA Ramp and Wheel Chair Lift			
- Miscellaneous features of work			
(Contractor Notes)			
Close Out		\$ -	\$ -
- Features of work may include: Final Elevation Certification			
- Miscellaneous features of work			
(Contractor Notes)			
		Base + Opt A	Base + Opt B
Project Costs		\$ -	\$ -
Overhead	0%	\$ -	\$ -
Profit	0%	\$ -	\$ -
Bonds	0%	\$ -	\$ -
Construction Contingency	0%	\$ -	\$ -
Totals		\$ -	\$ -
Temporary Housing		\$ -	
Grand Total = Base + Option A		\$ -	
Grand Total = Base + Option B			\$ -

Attachment 4 – Floodproofing Agreement Sample

Floodproofing agreement may be modified on a case-by-case basis if warranted due to unique circumstances. The provided template is a sample and subject to change as needed.

**<SAMPLE> HARPEATH RIVER, FRANKLIN, TENNESSEE
SECTION 205 FLOOD RISK MANAGEMENT
FLOOD PROOFING PARTICIPATION AGREEMENT <SAMPLE>**

THIS AGREEMENT, by and between the Department of the Army, represented by the Nashville District Corps of Engineers, acting through its Chief of Real Estate Division (hereinafter the "Corps"), the City of Franklin, Tennessee, acting through its City Administrator (hereinafter the "City") and XXXXX X. XXXXXX and wife XXXXX X. XXXXXX (hereinafter "Owners"),

WHEREAS, the Department of the Army and the City of Franklin entered into a project partnership agreement (hereinafter "PPA") on October 27, 2020, for a flood risk management project on Harpeth River in Williamson County, Tennessee, under authority of Section 205 of the Flood Control Act of 1948, as amended, and the Water Resources Development Act of 1986 (Public Law 99-662); and

WHEREAS, the PPA sets forth the following cost sharing requirements: the Corps shall contribute 65% and the City shall contribute 35% of the total project costs; and

WHEREAS, in accordance with the PPA, the City shall provide the Corps its share of funds required to implement the project. The Corps shall be responsible for managing the project funds and issuing payments for completed work; and

WHEREAS, the Owners' residence at _____ Franklin, TN is eligible for flood proofing under the voluntary non-structural component of said flood risk management project, said residence being located on a tract of land described in a deed from XXXXX X. XXXXXX, dated XXXXX X, 20XX, recorded in Book XXXX, page XXX, in the records of Williamson County, Tennessee; and

WHEREAS, the Owners are responsible to share the cost of the City's contribution, and shall reimburse the City the 17.5% or contribute 17.5% of total costs associated with flood proofing of their residence via raising-in-place as outlined in a separate agreement between the Owners and the City; and

WHEREAS, the Owners wish to participate in the non-structural program and receive the benefits of said flood proofing; and

WHEREAS, the Owners understand and agree that participation in this program constitutes their agreement to the restrictive covenants that will be placed upon and recorded with the property.

WHEREAS the Owners have solicited an estimate for performing work identified herein from one or more licensed contractors and have furnished the Corps and the City copies of all such estimates received.

NOW, THEREFORE, it is mutually agreed as follows:

1. The Owners agree to raise-in-place their home, consistent with approved building codes and the Harpeth River Flood Risk Management Project Homeowner Guide, where the first habitable floor of the above identified residence is at elevation of no less than XXX feet NAVD 88 (XXX above the present elevation), by the addition of foundation in a manner which will permit the movement of flood waters beneath the structure to equalize hydrostatic pressures.

2. The Owners agree to execute a recordable instrument which will provide that no part of the raised structure below the level of the first habitable floor will be subsequently converted to a living area for human habitation, or otherwise altered to impede the movement of waters beneath the structure.

3. The Owners agree to allow the City or their authorized representative access to their land and residence at all reasonable times to ensure that the Owners, with their heirs and assigns, are in compliance with this agreement.

4. All work shall be completed within 6 months from the date of the issuance of a Notice to Proceed (NTP) for beginning work related to this agreement. The NTP shall be issued after all permits for the construction have been obtained. The Corps agrees to issue four checks at 25% completion increments (based on provided invoices and verification of work completed) from available project funds, payable jointly to the Owners and XXXXXXXXXXX XXXXXX XXXXXXXXXXXXX, the Owner's contractor, not to exceed \$XX,XXX as full consideration therefore.

The final payment shall be issued upon completion of the work as set forth above, and inspection by the Corps and the City, and delivery to the Corps of:

- (a) an invoice for final payment,
- (b) a certificate that the construction meets applicable building codes and the requirements set forth in the Homeowner Guide, and
- (c) the executed recordable instrument set forth in paragraph 2,

5. The Owners, and the City, agree to accept said sum in full satisfaction and in complete discharge of all obligations of the Corps and the City under this agreement.

6. The Owners agree to reimburse the City 17.5% of the total costs associated with the flood proofing of their residence.

7. The Owners agree that unforeseen or unanticipated conditions encountered during performance of the work shall be immediately brought to the attention of the Corps and the City. After investigation, and subject to a determination that such conditions should not have been anticipated and were outside the control of either the Owners or their Contractor, the Corps and the City may consent to an equitable supplementation and modification of this agreement for any costs of performance increased thereby.

8. The Owners agree that they may void this agreement without penalty at their option but that in doing so, they will receive no payment from the Corps or the City. Payment will be made only upon completion of the work and as stipulated in paragraph 4 above.

9. The Owners agree to forever save and hold harmless the City of Franklin and the Department of the Army and its successors and assigns from all claims for damages of any kind arising from, or attributable to, the flood proofing work authorized under this agreement.

EXECUTED this the ____ day of ____, 20XX

Owner

Owner

ACCEPTED on behalf of the City of Franklin, Tennessee, this the ____ day of _____, 20__.

By: _____
Eric Stuckey
City of Franklin, Tennessee
City Administrator

Approved as to Legal Form for the City:

William E. Squires, Assistant City Attorney

ACCEPTED on behalf of the Corps of Engineers, this the ____ day of _____, 20__.

By: _____
Mary C. Keith,
Chief, Real Estate
Real Estate Contracting Officer

Attachment 5 – Floodproofing Covenant Sample

The covenant may be modified on a case-by-case basis if warranted due to unique circumstances. The provided template is a sample and subject to change as needed.

**<SAMPLE> HARPETH RIVER SECTION 205 FLOOD RISK MANAGEMENT
FLOOD PROOFING COVENANT <SAMPLE>**

WHEREAS, the United States of America, acting through the Nashville District, Corps of Engineers, and the City of Franklin have entered into a Project Partnership Agreement for flood risk management on Harpeth River; and

WHEREAS, the residence located at XXXXXXXXXXXXXXXXXXXX, Franklin, Tennessee, is eligible for raising-in-place in connection with said Project; now,

THEREFORE; FOR AND IN CONSIDERATION of the benefits to be derived from participation in said Project, We, XXXXXXXXXXXX XXXXXXXXXXXX, the owners of said residence, do hereby promise and covenant that on completion of said raising-in-place, no part of the raised residence located below the level of the first habitable floor will thereafter be converted to living area for human habitation, or otherwise altered in a manner which would impede the movement of waters beneath the structure.

The residence identified above is located on the land described in a deed from XXXXXXXXXXXXXXXXXXXX to XXXXXXXXXXXXXXXXXXXX, dated XXXXXXXX, recorded in Book XXXX, page XXX, in the records of Williamson County, Tennessee.

The promise and covenant made herein shall run with the land, and shall be binding on our heirs, successors, and assigns. We further agree to permit the future inspection of said land and residence by authorized representatives of the implementing agencies as required to assure compliance with this promise.

WITNESS OUR HANDS, this ____ day of ____, 20XX.

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, a Notary Public in and for the state and county above mentioned, XXXXXXXXXXXX, the within named promisors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the foregoing instrument for the purposes stated therein.

This the ____ day of ____, 20XX.

Notary Public

My Commission expires: _____

Attachment 6 – Homeowner Funding Agreement Sample

The agreement may be modified on a case-by-case basis if warranted due to unique circumstances. The provided template is a sample and subject to change as needed.

**<SAMPLE> HARPETH RIVER FLOOD RISK MANAGEMENT PROJECT
(HOME RAISING PROGRAM)
HOMEOWNER FUNDING AGREEMENT FOR (INSERT ADDRESS)
COF CONTRACT NO. 2021-XXXX <SAMPLE>**

THIS AGREEMENT is by and between the **City of Franklin, Tennessee** (hereinafter the “City”) and homeowners **XXXXX X. XXXXXX** and wife **XXXXX X. XXXXXX** (hereinafter the “Owners”).

WITNESSETH:

WHEREAS, the Department of the Army, represented by the Nashville District Corps of Engineers, acting through its Chief of Real Estate Division (hereinafter the “Corps”), and the City entered into a project partnership agreement, COF Contract No. 2020-0XXX, (hereinafter the “PPA”) on X XX, 2020, for a flood risk management (home raising) project on the Harpeth River in Williamson County, Tennessee, (hereinafter the “Project”); and

WHEREAS, the PPA sets forth the following cost sharing requirements: the Corps shall contribute 65% and the Non-Federal Sponsor/City shall contribute 35% of the total Project costs; and

WHEREAS, in accordance with the PPA, the City shall provide the Corps its share of funds required to implement the project. The Corps shall be responsible for managing the Project funds and issuing payments for completed work; and

WHEREAS, the Owners’ residence at _____ Franklin, TN is eligible for participation within the Project, said residence being located on a tract of land described in a deed from **XXXXX X. XXXXXX**, dated **XXXXX X, 20XX**, recorded in Book **XXXX**, page **XXX**, in the records of Williamson County, Tennessee; and

WHEREAS, the Corps, City, and Owners must enter into a flood proofing participation agreement, COF Contract No. 2020-0XXX, (hereinafter the “FPPA”), for the Project, in order for Corps and City to appropriate the required fiscal year funding; and

WHEREAS, per the FPPA and City Resolution 2019-53, the City agreed to split the 35% Non-Federal Sponsor/City portion of Project costs 50/50 with the Owners, requiring the Owners to contribute 17.5% of total Project costs, which includes administrative, construction, inspection, permitting, and other associated costs required to flood proof their residence; and

WHEREAS, the Owners wish to participate in the Project and receive the flood proofing benefits of said Project and agree to contribute 17.5% towards the total Project costs.

NOW THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. The Owner agrees to deposit with the City the total Project costs payment required for the Owner’s 17.5% share within sixty (60) days after execution of this Agreement. Payment shall be based on the estimated Project costs as specified by the Corps and City through this Agreement, the PPA, and FPPA. In the event said Owners’ payment exceeds the aggregate amount of the Owners’ actual total Project costs once construction is complete, the difference will be refunded to the Owners during Project closeout. In the event said Owners’ actual total Project costs exceed the Owners’ initial payment, the Owners agree to reimburse the City for such additional costs. Within sixty (60) days of completion of the Owners’ Project work, the City and Owners shall settle on a final billing. The City and Owners will

provide reasonable documentation to reconcile all such costs. The initial Project payment to the City is detailed within Attachment A (include attachment).

3. If the Owners' initial Project costs deposit is not paid within the sixty (60) days after Agreement execution, the City can initiate the process of dissolving both this Agreement and the Owners participation in the Project.
4. This Agreement is subject to the appropriation and availability of City funds. In the event that the funds are not appropriated or are otherwise unavailable or the City cancels the Project for any reason prior to authorizing the Project's construction, the City reserves the right to terminate this Agreement upon written notice to the Corps and Owner. Said termination shall not be deemed a breach of contract by the City.
5. It is agreed that in participating within the Project, the City is acting solely in accommodation of the Owners and shall have no liability to the Owners for any damages or claims arising out of acts or omissions on the part of the Owners or the Owners' contractors. The Owners agree that it will not hold the City responsible for any claims arising out of the Project work. Under this Agreement, the City shall include any and all officers and employees of the City of Franklin, Tennessee, acting within the scope of their employment with the City.
6. The Owners agrees, to the extent provided by law, that it will be solely responsible for any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Owners' contractors or their employees in the performance of the Project work relating to this Agreement, the PPA, and FPPA. Under this Agreement, the City shall include any and all officers and employees of the City of Franklin, Tennessee acting within the scope of their employment with the City.
7. The City shall have no liability except as specifically provided in this Agreement, the PPA, and the FPPA.
8. Failure by any party to this Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term, covenant, condition or provision of this Agreement shall be held to be waived, modified, or deleted except by written amendment specifically citing the paragraph within the Agreement to be amended and signed by the parties hereto.
9. The Owners shall comply with all applicable federal, state and City laws and regulations in the performance of its duties under this Agreement. The parties agree that failure of the Owners to comply with this provision shall constitute a material breach of this Agreement and subject the Owners to the repayment of all City funds expended, or expenses incurred, under this Agreement.
10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.
11. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and

venue shall be exclusively in the courts of Williamson County, Tennessee. The Owners acknowledge and agree that any rights or claims against the City of Franklin or its officials, contractors, agents or employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available to the City under law.

12. If any terms, covenants, conditions or provisions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions and provisions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
13. The City and the Owners agree that any notice provided for in this Agreement or concerning this Agreement shall be in writing and shall be made by personal delivery, by certified mail (return receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by facsimile transmission (provided that notice shall also be given in one of the other methods prescribed herein) addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The Board of Mayor and Aldermen Approved this Agreement on the 13th Day of April, 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates as indicated below.

CITY OF FRANKLIN, TENNESSEE

HOMEOWNER(S)

By: _____
Eric S. Stuckey
City Administrator
Date: _____

By: _____
Print: _____
Date: _____

By: _____
Print: _____
Date: _____

Approved as to form:

William E. Squires, Assistant City Attorney

Attachment 7 – List of Eligible Items

General Notes:

- What is on the ground is what will be elevated.
- Anything under the contiguous roof is eligible to be lifted as well as any attached awning or attached deck.
- Materials are what FEMA designates as “standard grade material” (unless City Code/Ordinance requires different)
- Homeowner contents will not be moved and will remain inside.
- Homeowners can choose to salvage and replant landscaping to be lost during construction.

Administrative:

- All permitting and engineering (note: ADA ramps and any increases in home’s footprint may need additional plot/site plans to meet setback requirements)
- If existing foundation is to be reused, structural engineer’s report will need to be submitted to the City for approval.
- Any bonding required (Performance and Payment Bonds if required)
- All insurances required (GL, Auto, WC, Riggers)
- Approved Plans and Elevation Intent.
- Temporary housing will be negotiated with homeowner. Applicable to individual homeowner’s needs.
- Elevation Certificates (pre-construction, during, and post-construction elevation certificates for the structure as required by the City of Franklin Floodplain Permit).

General:

- Pre-site prep
- Dumpster and port-a-let on site
- Cleanup in conclusion of work activities
- Material and supplies on site

Construction:

Raising Process:

- Excavate sufficient soil to install piling and/or beams for raising.
- Place sufficient piling and beams to adequately support building loads.
- Structure raising
- Final Elevation is confirmed per document guidance.

Structure:

- Construct new steel reinforced concrete footers IF existing footers cannot be reused.
- Utilize CMU (typically splitface) block for enclosure walls. If CMU wall is to be covered with brick or other siding material, the CMU block shall be smooth faced.
- Covering of CMU wall with brick or siding to match existing façade (if homeowner chooses. Check City ordinance)
- Provide CMU block and concrete as required to raise chimney with the structure.
- Locations deemed livable with slab which are to be raised (Converted Garages or Additions):

- Opt. 01: slab separation method to be used. Contractor to provide new wood finished floor per homeowner / Contractor guidance. Possible stairway enclosure is necessary.
- Opt. 02: Raise existing concrete slabs which deemed safe for raising are to be raised with the structure
- Slab below elevated structure (lifts of 6' or more from grade or bottom of crawl space) to interlock columns
- Repair and or replace exterior façade
- Repair and or replace break away driveways, sidewalks, etc. to allow for elevation
- Repair and or replace concrete flatwork damaged during the elevation
- Repair and or replace exterior façade lost in slab separation with siding, brick, or concrete masonry board siding (Hardie board like material)

Access:

- Front Entryway/ Steps: Demo existing. Constructed front entryway steps and landing composed of concrete and or brick (City Ordinance). Safety rails either metal or wood. (City ordinance requirements).
- Side Entryway / Steps: Rear or Side Access (landings and steps) of standard grade material (pressure treated wood).
- Rear Entryway / Steps: Rear or Side Access (landings and steps) of standard grade material (pressure treated wood).
- As approved: ADA Access as a handicap ramp (see Administrative section) and/or an open cab wheelchair lift with medical notice.

Utilities:

The following features will be disconnected, extended, and reconnected / Inspected per code:

- Existing Sanitary System
- Septic Tank
- Electric Meter (raised with the structure, will need access platform (check Mid TN Electric Requirements)
- Electrical lines are provided underground per City Code Requirement.
- HVAC: Constructed treated wood platform at finished floor elevation and means of access for maintenance.
- Water Meter per City Code.
- Lower Hose Bibs for adequate ground accessibility.
- Downspouts (extensions, concrete splash pads if needed)

Vegetation:

- Contractor and homeowner to coordinate and determine salvageable vegetation and features.
- Grass seeding and (if homeowner chooses) replacement of trees and shrubs removed for lifting with equivalent.
- Construction grade around the perimeter of the elevated structure

Attachment 8 – Payment Inspection Reports Sample

The homeowner is responsible for submitting invoices, photographs, and other documents listed under each payment to the City of Franklin for verification.

Reports may be modified on a case-by-case basis if warranted due to unique circumstances. The provided template is a sample and subject to change as needed.

FLOODPROOFING (RAISE)
INITIAL INSPECTION REPORT
FOR

PROJECT

TRACT NO: _____ FP AGREEMENT DATE: _____ REPORT DATE: _____

OWNER: _____

TENANT(S), if any: _____

TRACT ADDRESS: _____

CONTRACTOR: _____

Payment No. 1 – Approximate or less than 25% of total contract amount for documented expenses incurred. Total – 25% of cumulative total contract amount.

1. MOBILIZATION & MATERIALS ON SITE
- a. Submittal of contractor itemized expenses for all materials purchased and delivered to site YES NO
 - b. Photos of materials on site YES NO
 - c. Items a. – b. enclosed with inspection report to USACE YES NO
 - d. Mobilization & materials on site request total: \$ _____
2. DEMOLITION OF EXISTING FOUNDATION/DEBRIS REMOVAL
- a. Initial Foundation Elevation Certificate acquired YES NO
 - b. Submittal of contractor itemized expenses incurred YES NO
 - c. Photos of demolition completed, and debris removed from site YES NO
 - d. Items a. – c. enclosed with inspection report to USACE YES NO
 - e. Demolition, & debris removal request total: \$ _____
3. TEMPORARY HOUSING
- a. Submittal of all temporary housing receipts incurred: _____ (date range of housing for payment No. 1) YES NO
 - b. Item a. enclosed with inspection report to USACE YES NO
 - c. Temporary housing payment No. 1 request total: \$ _____
4. MISCELLANEOUS EXPENSES INCURRED
- a. _____
 - b. _____
 - c. _____
 - d. Misc. items enclosed with inspection report to USACE YES NO
 - e. Misc. expenses request total: \$ _____
5. NON-FEDERAL SPONSOR INSPECTION
- a. City of Franklin has inspected site and verified items 1 - 4 have been completed. All contractor submitted expenses, photos, and city inspection reports are included for review to USACE for payment approval.
- TOTAL PAYMENT NO. 1 REQUEST: \$ _____**

(NAME, TITLE)
City of Franklin, Tennessee

(to be completed by USACE)

Floodproofing Agreement total: \$ _____

Documented expenses at 25%: \$ _____

Payment No. 1 Request: \$ _____

Payment No. 1 Percentage: _____ %

Version 20AUG24

SAMPLE

FLOODPROOFING (RAISE)
SECOND INSPECTION REPORT
FOR

PROJECT

TRACT NO: _____ FP AGREEMENT DATE: _____ REPORT DATE: _____

OWNER: _____

TENANT(S), if any: _____

TRACT ADDRESS: _____

CONTRACTOR: _____

Payment No. 2 – Approximate or less than 25% of total contract amount for documented expenses incurred. Total – 50% of cumulative total contract amount.

6. CONSTRUCTION & ELEVATION CERTIFICATION

- | | | |
|--|-----|-------|
| a. Submittal of contractor itemized expenses incurred:
___Footings ___CMU walls ___Foundation ___Slab ___Elev. Structure | YES | NO |
| b. Inspection photos | YES | NO |
| c. Initial Building Inspection | YES | NO |
| d. 2 nd Elevation Certificate acquired | YES | NO |
| e. Submittal of contractor rough ins itemized expenses(s) incurred:
<i>(ex – temporary service, underground, slab, circuits, elec. boxes, etc.)</i> | YES | NO |
| f. Items a. – e. enclosed with inspection report to USACE | YES | NO |
| g. Construction & elevation certificate request total: | \$ | _____ |

7. TEMPORARY HOUSING

- | | | |
|--|-----|-------|
| a. Submittal of all temporary housing receipts incurred:
_____ <i>(date range of housing for payment No. 2)</i> | YES | NO |
| b. Item a. enclosed with inspection report to USACE | YES | NO |
| c. Temporary housing payment No. 2 request total: | \$ | _____ |

8. MISCELLANEOUS EXPENSES INCURRED

- | | | |
|---|-----|-------|
| a. _____ | | |
| b. _____ | | |
| c. _____ | | |
| d. Misc. items enclosed with inspection report to USACE | YES | NO |
| e. Misc. expenses request total: | \$ | _____ |

9. NON-FEDERAL SPONSOR INSPECTION

- a. City of Franklin has inspected site and verified items 6 - 8 have been completed. All contractor submitted expenses, photos, and city inspection reports are included for review to USACE for payment approval.

TOTAL PAYMENT NO. 2 REQUEST: \$ _____

(NAME, TITLE)
City of Franklin, Tennessee

(to be completed by USACE)

Floodproofing Agreement total: \$ _____

Documented expenses at 50%: \$ _____

Payment No. 2 Request: \$ _____

Payment No. 2 Percentage: _____%

Version 20AUG24

SAMPLE

FLOODPROOFING (RAISE)
THIRD INSPECTION REPORT
FOR

PROJECT

TRACT NO: _____ FP AGREEMENT DATE: _____ REPORT DATE: _____

OWNER: _____

TENANT(S), if any: _____

TRACT ADDRESS: _____

CONTRACTOR: _____

Payment No. 3 – Approximate or less than 25% of total contract amount for documented expenses incurred. Total – 75% of cumulative total contract amount.

10. FINAL BUILDING INSPECTION & CERTIFICATION

- | | | |
|--|-----|----------|
| a. Final Elevation Certificate acquired _____ (final elevation) | YES | NO |
| b. Utilities have been connected, functional, inspected & proof of permits/certificates provided | YES | NO |
| c. Submittal of contractor itemized expenses incurred:
(ex – dry wall, flooring inspection, utility connections, paint, etc.) | YES | NO |
| d. Floodproofing Covenant recorded | YES | NO |
| e. Inspection photos | YES | NO |
| f. Items a. – e. enclosed with inspection report to USACE | YES | NO |
| g. Final building inspection & certification request total: | | \$ _____ |

11. TEMPORARY HOUSING

- | | | |
|---|-----|----------|
| a. Submittal of all temporary housing receipts incurred:
_____ (date range of housing for payment No. 3) | YES | NO |
| b. Item a. enclosed with inspection report to USACE | YES | NO |
| c. Temporary housing payment No. 3 request total: | | \$ _____ |

12. MISCELLANEOUS EXPENSES INCURRED

- | | | |
|---|-----|----------|
| a. _____ | | |
| b. _____ | | |
| c. _____ | | |
| d. Misc. items enclosed with inspection report to USACE | YES | NO |
| e. Misc. expenses request total: | | \$ _____ |

13. NON-FEDERAL SPONSOR INSPECTION

- a. City of Franklin has inspected site and verified items 10 - 12 have been completed. All contractor submitted expenses, photos, and city inspection reports are included for review to USACE for payment approval.

TOTAL PAYMENT NO. 3 REQUEST: \$ _____

(NAME, TITLE)
City of Franklin, Tennessee

(to be completed by USACE)

Floodproofing Agreement total: \$ _____	Documented expenses at 75%: \$ _____
Payment No. 3 Request: \$ _____	Payment No. 3 Percentage: _____ %

Version 20AUG24

SAMPLE

FLOODPROOFING (RAISE)
FINAL INSPECTION REPORT
FOR

PROJECT

TRACT NO: _____ FP AGREEMENT DATE: _____ REPORT DATE: _____

OWNER: _____

TENANT(S), if any: _____

TRACT ADDRESS: _____

CONTRACTOR: _____

Payment No. 4 – Approximate or less than 25% of total contract amount for documented expenses incurred, final invoices, profit, etc. based upon the final inspections and acceptance of work performed. Total – up to 100% of cumulative total contract amount.

14. HARDSCAPE/LANDSCAPE

- | | | |
|---|-----|-------|
| a. Submittal of contractor itemized expenses(s) incurred:
<i>(ex – driveways, walkways, seeding/straw, or other incidental site repairs)</i> | YES | NO |
| b. Inspection photos | YES | NO |
| c. Items a. – b. enclosed with inspection report to USACE | YES | NO |
| d. Hardscape/landscape request total: | \$ | _____ |

15. FINAL CLOSE OUT

- | | | |
|--|-----|-------|
| a. All work is completed | YES | NO |
| b. Certificate of Occupancy acquired | YES | NO |
| c. All construction equipment is removed offsite | YES | NO |
| d. Final walk-through of site with USACE, City of Franklin, owner & contractor | YES | NO |
| e. Inspection photos | YES | NO |
| f. Items a. – d. enclosed with inspection report to USACE | YES | NO |
| g. Final closeout request total: | \$ | _____ |

16. TEMPORARY HOUSING

- | | | |
|--|-----|-------|
| a. Submittal of all temporary housing receipts incurred:
_____ <i>(date range of housing for payment No. 4)</i> | YES | NO |
| b. Item a. enclosed with inspection report to USACE | YES | NO |
| c. Temporary housing payment No. 4 request total: | \$ | _____ |

17. MISCELANIOUS EXPENSES

- | | | |
|---|-----|-------|
| a. _____ | | |
| b. _____ | | |
| c. Misc. items enclosed with inspection report to USACE | YES | NO |
| d. Misc. expenses request total: | \$ | _____ |

18. NON-FEDERAL SPONSOR INSPECTION

- a. City of Franklin has inspected site and verified items 15 - 17 have been completed. All contractor submitted expenses, photos, and city inspection reports are included for review to USACE for payment approval.

TOTAL PAYMENT NO. 4 REQUEST: \$ _____

(NAME, TITLE)
City of Franklin, Tennessee

(to be completed by USACE)

Floodproofing Agreement total: \$ _____	Documented expenses NTE 100%: \$ _____
Payment No. 4 Request: \$ _____	Payment No. 4 Percentage: _____%

Version 20AUG24

SAMPLE