APPENDIX B

HUNTINGTON DISTRICT FLOOD PROOFING PROGRAM

then have two or three months to do the work and the homeowner and Corps inspector will help to ensure the floodproofing is done right during construction. However, the home owner needs to inspect for construction quality. To protect your interests you should sign a construction contract with your contractor. The Corps of Engineers also encourages you to consider performance, insurance and liability in your selection of a contractor and insure they are addressed in the contract. A copy of your contract **must** be provided to the Corps of Engineers **prior** to initiating construction. Failure to do so will result in a violation of the Floodproofing Agreement and will jeopardize your continued participation.

Step 8 – Final Inspection. Upon completion of construction, a final inspection will be held with you, the contractor, the Corps of Engineers, and the local sponsor. At this time, a Government check made out to you and the contractor will be given to you. It is expected that the check will be released at the final inspection if all work is in accordance with the GPS and the homeowner's satisfaction.

Although you will be protected from a recurrence of a project specified flood level, you should never stay in the home during any flood event. There could always be a higher flood level.

Floodproofing Methods

The floodproofing program consists of providing protection to homes meeting the criteria in the preceding "Floodproofing Eligibility Section". The method of protection will be the least costly method for the home. Methods available to be used are described below:

1. *Raise-in-place.* Raise a home at its existing location on an elevated foundation or piers. The existing footer and/or foundation may be used depending on its condition.

2. *Move on Site.* Due to structural reasons or excessive costs, a house may be moved to a higher location on the property which may require a lesser raise.

3. *Replacement.* When the Corps of Engineers determines that a structure CAN NOT be floodproofed due to structural deficiencies, the Corps of Engineers may evaluate demolishing the home and replacing it with a new elevated home, comparable in size to the existing one. The cost for the replacement option must be less than the cost of acquisition plus standard relocation benefits before it will be considered.

4. *Veneer Walls.* Construction of a waterproofed wall attached to the structure with sealed openings at all entrances. Normally, veneer walls requiring a height greater than four feet will not be considered. This option would generally be reserved for non-residential commercial masonry structures in sound condition but may be considered for residential homes as well.

5. *Ringwall/Levee.* A ringwall or levee may be constructed to protect an individual structure or small group of structures depending on the topography of the site.

Owner Replacement Option. In lieu of having your existing home floodproofed, you may choose to replace it with a new floodproofed home. The new floodproofed home must meet the floodproofing requirements set forth by the Corps of Engineers. The homeowner is responsible for all costs that exceed the Government offer. The Government offer is based on the cost associated with flood proofing of the existing home. **This option is not available once an "official" offer has been made for standard flood proofing.**

Further Information

The Corps is ready to help you with flood protection. For more information call toll free:

1-866-401-3980

or write:

U.S. Army Corps of Engineers
Special Studies / Flood Proofing
Huntington District
502 Eighth Street
Huntington, WV 25701-2070

DEPARTMENT OF THE ARMY
HUNTINGTON DISTRICT, CORPS OF ENGINEERS
502 EIGHTH STREET
HUNTINGTON, WEST VIRGINIA 25701-2070

OFFICIAL BUSINESS

Flood-proofing Program

US Army Corps of Engineers
Huntington District

Floodproofing Program Authorized

Congress Authorized the Army Corps of Engineers to provide flood protection for the Tug Fork Valley in 1980 after the 1977 flood. To accomplish this, the Corps of Engineers built flood walls in Williamson, West Williamson, and Matewan, West Virginia and in South Williamson, Kentucky.

For those people living outside areas protected by floodwalls, the Corps developed a program to flood proof residences by raising them to a level one foot above the 1977 flood or a level specified by a specific Corps project. This is a voluntary program available to you, if your home qualifies.

Floodproofing Eligibility

To be eligible for the flood proofing program, your first finished (habitable) floor was/or would be damaged by a recurrence of a flood specified by the Corps project. Homes with basements containing utilities (i.e. hot water tanks, washers/dryers and refrigerators) that was/or would be flooded by a project specific flood level are not eligible for the program unless the first finished (habitable) floor was/or would be flooded.

Homes meeting the above criteria that are located in the regulatory floodway or would have to be raised in excess of twelve feet above low ground elevation are not eligible for floodproofing, but are eligible to be bought by the government under the acquisition program.

Each home eligible for the floodproofing program will be examined to determine its structural integrity and the least costly method of floodproofing. The replacement on site alternative will be evaluated if a structure cannot be raised-in-place or moved on site due to structural deficiencies. If the structure does not have an approved sanitation disposal system and one cannot be provided as part of the flood proofing program, it will be acquired by the government if the homeowner chooses to remain in the program.

Implementation of the Floodproofing Program

The eight steps to floodproofing a home are shown below, followed by a brief discussion of each step.

1. Sign Up at Real Estate Field Office
2. Environmental Compliance Inspection (Examine the structure for Asbestos/Sanitary Disposal System)
3. Design Team Site Inspection
4. Guide Plans and Specification (GPS) Preparation and Delivery
5. Contractor Solicitation by Homeowner
6. Flood Proofing Agreement
7. Construction
8. Final Inspection

Step 1 – Voluntary Sign Up. You will be making a very important decision if you voluntarily fill out an approved application for participation in the floodproofing program. But signing up is only the first step.

Step 2 – Environmental Compliance Inspection. If you sign up, you agree to give the representative of the Corps the right to enter your property to inspect the home for asbestos and other contaminants. A trained Corps representative will make this inspection. Also, a sanitation disposal system investigation will be performed to assure that your system is in compliance with Health Department Regulations. If it is not, the Government will replace it with an acceptable one if the Health Department agrees and regulations can be met.

Step 3 – Design Team Site Inspection. About the same time of environmental compliance inspection, a team consisting of Corps Specialists will make a site inspection of your house to determine if it is structurally sound and can be raised. They will also determine whether there is an alternative method available for flood proofing your home, like those mentioned in the following section "Floodproofing Methods".

Step 4 – Guide Plans and Specifications Preparation and Delivery. Once it has been determined your home CAN BE floodproofed and HOW that can be done, a set of Guide Plans and Specifications (GPS) will be prepared. The GPS will vary for each structure depending on such things as the height to raise your home, if there is a basement, the foundation condition and numerous other factors. The Corps representatives will visit you to discuss your GPS, insure your awareness of floodproofing options, and inform you of the need to solicit construction proposals from contractors for the floodproofing described.

It is important that you fully understand the work to be done and agree to proceed or work will be stopped. However, it must be understood that the purpose is to floodproof your home and not to make improvements to the home at government expense. On the other hand, if you want to make improvements to your home, that don't interfere with the floodproofing, you may do so at your expense. You can work this out with your contractor at the proper time. Any additional work must be submitted with a construction proposal prior to signing a "Floodproofing Agreement". This is to ensure that the improvements do not interfere with floodproofing and that it is clearly understood, any additional improvements are at your expense.

Step 5 – Contractor Solicitation by the Homeowner. After accepting your GPS, you are required to obtain a minimum of one cost proposal from a contractor of your choice. Additional proposals may be beneficial since it improves competition between contractors. Any contractor you select MUST be licensed by the State for the work to be done. You must furnish the proposal(s) to the Huntington District Corps office as directed. Upon receipt, the contractor(s) proposal will then be compared to the Government's "fair and reasonable" cost estimate that has been prepared by a Cost Engineer. The Government Estimate has been prepared using information obtained from the contractors by Government auditors, actual quotes on materials from local suppliers and labor rates established for the area by the Department of Labor. Sometimes the contractor and design team may need to resolve differences and review specific details. An agreement is then reached on the contractor's proposal. If an agreement can not be reached, the homeowner may look for another contractor or agree to pay the difference required by the contractor's proposal. Failure to come to terms will result in all activities stopping.

Failure to come to terms will result in all activities stopping, but the Corps doesn't want this to happen. In the past, on several occasions the Corps design team met with the homeowner and contractor and have been able to resolve differences and successfully reach an agreement.

Step 6 – Flood Proofing Agreement. Once the contractor's price is set, you will be asked to sign a standard "Floodproofing Agreement" with the Government. This agreement obligates the Corps of Engineers to pay reasonable and legitimate expenses associated with the floodproofing of your home in accordance with the guide plans and specifications (GPS). The Corps of Engineers is not obligated to compensate homeowners for costs that exceed the agreed amount. Further, the agreement obligates the homeowner to operate and maintain the flood proofing work, to refrain from the replacement of any habitable space in the flood zone within the structure, or construction of any structures on the property that would be subject to first floor damages in the event of a recurrence of the design flood. Additionally, the floodproofing agreement grants the local floodplain coordinator a right-of-entry to the land, ensuring that the homeowner is complying with the floodplain restrictions.

Step 7 – Construction. After execution and acceptance of the "Floodproofing Agreement", the homeowner will give their contractor notice to proceed with construction. The contractor will