



HIGH COUNTRY COUNCIL OF GOVERNMENTS

**REQUEST FOR QUOTES
FOR
FEDERAL GRANT ADMINISTRATION SERVICES**

DATE ISSUED: 9/1/22

DATE REISSUED: 9/21/22

RESPONSE DUE DATE: 9/28/22, 11:59pm

EMAIL PROPOSAL TO:

Cory Osborne

Director of Recovery & Resilience

468 New Market Blvd

Boone, NC 28607

cosborne@hccog.org

(828)265-5434 ext. 142

1. PURPOSE & BACKGROUND

High Country Council of Governments (HCCOG) is seeking an experienced firm or individual to assist the Town of Burnsville with administration of five (5) FEMA-funded construction projects. Details on the projects can be found in Attachment A. These projects were awarded following a disaster declaration on September 8, 2021. FEMA's proposed activity completion date for all 5 projects is March 8, 2023. The gross combined cost of all five projects is \$455,761.44. The selected firm will provide full grant administration services on these projects, which will include overseeing all procurement, contracting, reporting, reimbursement requests, grant closeout, and ensuring the Town and its selected contractors comply with all rules and requirements set forth by the grant agreement, North Carolina Department of Public Safety, North Carolina state law, and the Federal Emergency Management Agency.

2. SCHEDULE

- a. The RFQ was published on September 1, 2022 and reissued on September 21, 2022. The proposal submission deadline is September 28, 2022 at 11:59pm. HCCOG will select a contractor and enter into an agreement soon thereafter. The selected contractor is expected to begin work immediately following execution of the agreement.
- b. FEMA's proposed activity completion date for the Burnsville projects is March 8, 2023. The contractor will work closely with HCCOG and Burnsville to ensure the projects are completed by this date. If it becomes necessary to request an extension from FEMA, the contractor will complete all extension request paperwork and documentation.
- c. The selected contractor will continue to provide services until grant closeout for all five projects.

3. SCOPE OF SERVICES

The selected firm or individual will provide all grant oversight and administration services necessary for the successful implementation, compliance, and closeout of the five FEMA-funded projects detailed in Attachment A. This may include, but is not limited to, the following:

- a. Overseeing procurement for all projects, which may include writing RFPs and ensuring the Town complies with all federal and state requirements in advertising and selecting engineering and construction contracts.
- b. Advising the Town on firm selection and writing construction contract documents in compliance with federal and state requirements.
- c. The selected firm is not expected to provide construction inspection, but will be expected to make construction contractors aware of any federal or state regulations they are required to comply with and report on. The selected firm will communicate directly with the construction contractor to ensure compliance and retrieval of necessary documentation.

- d. Collecting all documentation necessary to complete reports required by FEMA or NCDPS and filling out any reports or forms required by FEMA or NCDPS in a timely manner that meets all deadlines.
- e. Collecting all documentation necessary to submit reimbursement requests on the Town's behalf and preparing all reimbursement requests for the Town.
- f. Assisting the Town with requests to FEMA for additional funding should one of the projects exceed the budgeted amount and with requests to move funding from one project to another as necessary (details in Appendix A).
- g. Handling all activities related to grant closeout.
- h. Ensuring compliance with all documentation, reporting, and other requirements contained within the State-Applicant Disaster Assistance Agreement between the Town of Burnsville and NCDPS (Appendix B).
- i. Being responsive to HCCOG and Town of Burnsville staff, providing frequent updates and communication, and answering questions in a timely manner.

4. INVOICING & PAYMENT

HCCOG will pay the selected firm a lump sum price to provide all the deliverables listed in this RFQ. HCCOG and the selected firm or individual will negotiate a schedule of payments. The selected firm must submit invoices to HCCOG for all payments. Invoices shall include a breakdown of activities covered for the invoice period.

5. SUBMITTAL INSTRUCTIONS

Interested firms or individuals must submit a proposal via email by September 28, 2022 at 11:59pm. Proposals should be sent to Cory Osborne, Director of Recovery & Resilience – cosborne@hccog.org. Proposals should follow the format below and include all information requested.

Proposal Contents

- a. Cover Sheet containing:
 - i. Contact name, email address, phone number, Federal Tax ID#, and website (if relevant)
 - ii. The cover sheet must be signed by an owner, corporate officer, or agent authorized by the contractor
- b. Experience
 - i. List the key personnel that would be assigned to this project. Include a brief bio demonstrating their relevant work history and qualifications.
 - ii. Identify any similar projects that have been completed. The information provided should sufficiently demonstrate that the responding firm or individual has successfully administered grants of similar scope and funding source within the past 10 years.

- iii. Include contact information for the local governments or agencies that contracted your firm's services
- c. Understanding of the Project
 - i. Briefly state the individual or firm's understanding of the project. This will be used to ensure that the respondent has thoroughly reviewed the RFQ along with attachments A & B and understands the work necessary to complete the project.
- d. Price
 - i. Include a proposal price to provide the deliverables listed above. Proposal price shall constitute the total cost to HCCOG for complete performance in accordance with the deliverables listed above and the information included in the Appendices of this RFQ.

6. SELECTION

Responses will be evaluated according to the following factors:

- a. Experience (55%)
- b. Understanding of the Project (20%)
- c. Price (25%)

7. QUESTIONS

Please email any questions concerning this RFQ to Cory Osborne, cosborne@hccog.org.

APPENDIX A

PROJECT & FUNDING INFORMATION

Notes

The following pages contain details on the five FEMA funded projects. The notes below were provided by the Town of Burnsville as supplemental information on progress made to-date and other details that may impact the amount of work needed from a grant administrator.

- Work on the Pineola Street project has been completed, but could not be “self-certified” according to FEMA because the contractor installed a different type of pipe than what was existing prior to the damage. Burnsville has paid the contractor, but the FEMA representative instructed the Town to turn the project in to be included in the fixed-cost group of projects. It is shown as complete, but Burnsville has not been reimbursed yet. The Town hopes the firm or individual selected from this RFQ process can assist with navigating the reimbursement complications on this project.
- Four of the projects are “fixed-cost” and one is a “standard” project. The fixed-cost projects have no opportunity for additional funding from FEMA, but funds can be moved around between the four projects if needed. The Azalea Road project is a “standard” project. There is potential for more FEMA funding should engineering reveal the need for a more expensive solution than originally anticipated.
- Burnsville completed a H&H study and no rise certificate for the Azalea Lane project, but has not received reimbursement from FEMA yet.
- Burnsville worked with Blue Ridge RC&D to submit a funding application to the NC Land and Water Fund for stream daylighting on the Maintenance Shed/Rouge Street project. Blue Ridge RC&D is a non-profit organization that does stream restoration projects on both public and private property. FEMA will only obligate funding on this project to replace the existing damaged CMP culvert near the road/drive, and two non-contiguous sections (which caused sinkholes), and to repave the road/drive to what was in place the day the flooding damage occurred. The damaged culvert at the end of the road and in the field cannot be replaced with anything other than what was there at the time of the flooding event (CMP). Burnsville and a consulting engineer have concerns with only replacing two sections of culvert in the field, as the new sections will then connect to sections of CMP that are in poor condition. The engineer advised to replace all 600 feet of pipe in the field, but FEMA will only fund the 2 sections revealed by sinkholes. The goal of the Town is to secure funding to daylight the stream in the field, thus eliminating the need to replace the two sections of culvert, and use FEMA funding to replace the culvert located at the road/drive. This would allow the Town to divert the unused FEMA funds for the two field culverts in another of the fixed-cost projects.
- The Town may need to divert money from one of the other fixed-cost projects to cover the cost of engineering on the Meadow Road project. The Town has been unable to determine the extent of the damage to the existing box culvert on this project. It is possible that the allocated amount of FEMA funding for this project will be insufficient to rebuild the culvert to its previous state. The firm or individual selected from this RFQ will need to advise the Town on how to petition FEMA for additional funding for this project, as well as the Azalea Lane project, if it becomes apparent that awarded funds cannot cover engineering and construction costs.
- Burnsville has taken steps to raise their micro-purchase threshold to \$50,000. The Town anticipates that the engineering work on the Meadow Road and Azalea Lane projects can be contracted for under \$50,000. Town staff may package these two projects together for engineering and construction. The combined construction cost should be less than \$250,000 for the purpose of procurement requirement.

Department of Homeland Security Federal Emergency Management Agency

General Info

Project #	435688	P/W #	96	Project Type	Specialized
Project Category	C - Roads and Bridges	Applicant	Burnsville, Town of (199-09140-00)	Event	4617DR-NC (4617DR)
Project Title	Multiple Culverts and erosion	Declaration Date	9/8/2021	Incident Start Date	8/16/2021
Project Size	Large	Incident End Date	8/18/2021	Completion Date	3/08/2023
Activity		Process Step	Obligated	Incident End Date	

Damage Description and Dimensions

The Disaster # 4617DR, which occurred between 08/16/2021 and 08/18/2021, caused:

Damage #784582; Culvert - Town of Burnsville Maintenance Facility lot

The formulation of this DDD, was complete in the method of a Tabletop. All damages were furnished by Town of Burnsville . No physical inspection was done by FEMA.

General Facility Information:

- **Facility Type:** Culverts
- **Facility:** Rogue St. / Public Works Maintenance Shed
- **Facility Description:** Rogue St. / Public Works Maintenance Shed
- **Approx. Year Built:** 1993
- **Location Description:** 88 Rogue St.
- **GPS Latitude/Longitude:** 35.92045, -82.29911
- **Shape:** Circular
- **Material:** Corrugated Metal/Steel
- **Dimensions Description:** 48IN x 30FT culver
- **Number:** Single

General Damage Information:

- **Date Damaged:** 8/17/2021
- **Cause of Damage:** Damage caused by tropical storm Fred floodwaters.

Culvert Damage:

Rouge St:

GPS: 35.92045, -82.29911:

- Culvert, 3 each of CMP, 45 FT long x 48 IN in diameter, hurricane rain caused overland flooding that overtopped roads, 0% work completed.
- Backfill, 66.6667 CY of Mix of Soil and Rock, 90 FT long x 48 IN wide x 5

- FT high, hurricane rain caused overland flooding that overtopped roads, 0% work completed.
- other, Asphalt, 6 FT long x 40 FT wide, hurricane rain caused overland flooding that overtopped roads, 0% work completed.

Damage #784583; Erosion - Intersection of Bowditch St and Reservoir Rd

The formulation of this DDD, was complete in the method of a Tabletop. All damages were furnished by Town of Burnsville. No physical inspection was done by FEMA.

General Facility Information:

- Facility Type:** Components Only
- Facility:** Bowditch St. and Reservoir Rd.
- Facility Description:** (2) 4'X4'X4' STACKED KNOCKOUT CATCH BASIN BOXES WITH SOLID LID AND FRAME & GRATE HELP CAPTURE RUNOFF FROM BOWDITCH ST. AND RESERVOIR RD. A 30" PIPE FEEDS INTO THIS BASIN.
- Location Description:** 725 West Main Street, Burnsville, North Carolina 28714
- GPS Latitude/Longitude:** 35.91424, -82.29936

General Damage Information:

- Date Damaged:** 8/17/2021
- Cause of Damage:** Damage caused by tropical storm Fred.

Components:

Bowditch St and Reservoir Rd:

GPS: 35.91424, -82.29936:

- Drainage , 2 each of Concrete Box, 4 FT long x 4 FT wide x 4 IN deep, hurricane rain caused overland flooding that overtopped roads, 0% work completed.
- Backfill, 111.11 CY of Stone (small to mid size) , hurricane rain caused overland flooding that overtopped roads, 0% work completed.

Damage #917992; Culvert-Town of Burnsville Meadow Rd & E Main

The formulation of this DDD, was complete in the method of a Tabletop. All damages were furnished by Town of Burnsville. No physical inspection was done by FEMA.

General Facility Information:

- Facility Type:** Culverts
- Facility:** Culvert-Town of Burnsville Meadow Rd & E Main
- Facility Description:** Creek water passes under Meadow Rd. through a reinforced box culvert near the intersection of E. Main St. One side of the culvert's roof slab is suspended off of the wall of the box culvert.
- Approx. Year Built:** 1960
- Location Description:** 5 Meadow Rd, Burnsville, North Carolina 28714
- GPS Latitude/Longitude:** 35.91661, -82.28737
- Shape:** Box/Rectangular
- Material:** Concrete
- Dimensions Description:** Reinforced Concrete Box Culvert Wall (6'x10')
- Number:** Single

General Damage Information:

- Date Damaged:** 8/17/2021
- Cause of Damage:** Tropical Storm Fred

Culvert Damage:

- Culvert, Concrete Box Culvert Wall , 6 FT long x 10 LF wide, Surface water flooding, 0% work completed.

The damage caused by the storm event, may have damage underlying elements of the Rd. addition damages maybe associated with site

Addition damages may consist of but are not limited to

- Reinforced Footing
- Reinforced Fill
- Aggregate Base Course
- Asphalt Pavement

All of this will be determined once work to the area has been started

Damage #917993; Culvert-Town of Burnsville Pineola St

The formulation of this DDD, was complete in the method of a Tabletop. All damages were furnished by Town of Burnsville. No physical inspection was done by FEMA.

General Facility Information:

- **Facility Type:** Culverts
- **Facility:** Pineola St.
- **Facility Description:** Pineola St. damaged pipe under roadway
- **Approx. Year Built:** 1970
- **Location Description:** 335 Pineola St.
- **GPS Latitude/Longitude:** 35.91281, -82.30804
- **Shape:** Circular
- **Material:** HDPE
- **Dimensions Description:** A 30" HDPE double wall pipe was installed at approximately 35 linear feet in length.
- **Number:** Single

General Damage Information:

- **Date Damaged:** 8/17/2021
- **Cause of Damage:** Town infrastructure caused by tropical storm Fred floodwaters.

Culvert Damage:

- Culvert, 1 each of A 30" HDPE double wall pipe, 35 LF long, floodwaters, 100% work completed.

Final Scope

784582 Culvert - Town of Burnsville Maintenance Facility lot

Damage #784582; CULVERT – Town of Burnsville Maintenance Facility lot (GPS 35.92045, -82.29911)

Work to be Completed

Applicant will use contractor labor, equipment, and materials for the repair 600 Linear Feet of the 48 INCH Aluminized Corrugated Metal Pipes (CMP). The pipe collapsed in three sections. All work is to be completed in-kind and within existing footprint to return the facility to its pre-disaster design, use, and function.

- A. Furnish and Install Select Material Excavation, 135 CY.
- B. Remove and Replace 48 INCH Aluminized CMP 100 LF.
- C. Remove and Replace Concrete Pipe Collar, 4 CY.
- D. Furnish and Install Temporary Silt Fence, 200 LF.
- E. Furnish and Install Seeding & Mulching, 0.25 ACRE.
- F. Furnish Erosion Control Response, 4 EACH.
- G. Remove Silt from 48 INCH Culvert, 13 CY.
- H. Furnish and Install Asphalt Plant Mix Pavement Repair, 12 TON.
- I. Furnish and Install Rip Rap Materials, 14 TON.
- J. Furnish Traffic Control/ Temporary Traffic Control devices, 1 EACH.
- K. Engineering Inspection, 1 Each.
- L. Engineering Design, 1 Each.

Work to be Completed Total: \$46,596.24

PROJECT NOTES

- 1. See attached documents "548863 - DR4617NC - TOB - Engineer Report 25 Jan 2022.pdf", and "5435688 - DR4617NC - TOB - Updated Engineer Report.pdf".
- 2. Cost estimating was done using averaged State of North Carolina DOT costs. This database includes full costs for recently completed projects.
- 3. FEMA validated the available unit cost for components of construction for similar sized NC DOT projects in their database. See document "DR4617NC Town of Burnsville - FEMA Validated Cost Estimate R1.xlsx".
- 4. FEMA compared Lump Sum cost components with available Lump Sum costs for similar sized NC DOT projects in their database.
- 5. These costs are for similar locally contracted work.
- 6. FEMA has validated the applicant-provided costs and has attached the document "DR4617NC - Town of Burnsville - FEMA Validated Engineer Cost Estimate.xlsx". Also attached is the FEMA CEF titled "DR4617NC PR435688 FEMA CEF.xlsx".
- 7. The City of Burnsville shall properly procure the work, in accordance with approved procurement policy.
- 8. All work will be done in accordance with current codes and standards, and in accordance with applicable State of North Carolina Department of Transportation, and other state, local and federal permitting requirements.
- 9. All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. For any FEMA-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to operate prior to the event (e.g., a new pit, agricultural fields, road ROWs, etc.) in whole or in part, regardless of cost, the Applicant must notify FEMA and the Recipient prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a subrecipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize

receipt of federal finding. Documentation of borrow sources utilized is required at closeout.

10. Ground disturbance does not extend beyond the existing footprint or ROW but within platted storm drainage easement. This total area is to be finalized during construction. It is possible, but not likely, that additional area may be needed for the planned work.

784583 Erosion - Intersection of Bowditch St and Reservoir Rd

Damage #784583; EROSION – Intersection of Bowditch Street and Reservoir Road (GPS 35.91424, -82.29936)

Work to be Completed

Applicant will use contractor labor, equipment, and materials for the repair of the two 4 FT x 4 FT x 4 FT knockout boxes. Boxes and piping need no repair, except for backfilling and compacting. All work is to be completed in-kind and within existing footprint to return the facility to its pre-disaster design, use, and function.

- A. Furnish and Install Select Material Excavation, 32 CY.
- B. Furnish and Install Foundation Conditioning, Minor Structures, 12 CY.
- C. Furnish Traffic Control/ Temporary Traffic Control devices, 1 EACH.

Work to be Completed Total: \$4,198.82

SCOPE NOTES

1. See attached documents "548863 - DR4617NC - TOB - Engineer Report 25 Jan 2022.pdf" and "435688 - DR4617NC - TOB - Updated Engineer Report.pdf".
2. Cost estimating was done using averaged State of North Carolina DOT costs. This database includes full costs for recently completed projects.
3. FEMA validated the available unit cost for components of construction for similar sized NC DOT projects in their database. See document "DR4617NC - Town of Burnsville - FEMA Validated Engineer Cost Estimate.xlsx".
4. FEMA compared Lump Sum cost components with available Lump Sum costs for similar sized NC DOT projects in their database.
5. These costs are for similar locally contracted work.
6. FEMA has validated the applicant-provided costs and has attached the document "DR4617NC – Town of Burnsville - FEMA Validation Engineer Cost Estimate R1.xlsx".
7. The City of Burnsville shall properly procure the work, in accordance with approved procurement policy.
8. All work will be done in accordance with current codes and standards, and in accordance with applicable State of North Carolina Department of Transportation, and other state, local and federal permitting requirements.
9. All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. For any FEMA-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to operate prior to the event (e.g., a new pit, agricultural fields, road ROWs, etc.) in whole or in part, regardless of cost, the Applicant must notify FEMA and the Recipient prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a subrecipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal finding. Documentation of borrow sources utilized is required at closeout.

917992 Culvert-Town of Burnsville Meadow Rd & E Main

Damage #917992; CULVERT – Town of Burnsville Meadow Road & East Main Street (GPS 35.91661, -82.28737)

Work to be Completed

Applicant will use contractor labor, equipment, and materials for the repair of the reinforced concrete box culvert. Repair and reconstruction of the dislocated box culvert and roof slab is needed. All work is to be completed in-kind and within existing footprint to return the facility to its pre-disaster design, use, and function.

- A. Furnish and Install Foundation and Culvert Excavation, 95 CY.
- B. Furnish and Install Foundation Conditioning Material, Box Culvert, 45 TON.
- C. Remove Existing Structure (Partial), Box Culvert, 60 SF.
- D. Replace Existing Structure, Box Culvert, Class A Concrete, 6 CY.
- E. Furnish and Install Asphalt Plant Mix Pavement Repair, 20 TON.
- F. Furnish and Install Aggregate Base Course, 40 TON.
- G. Furnish Traffic Control/ Temporary Traffic Control devices, 6 EACH.
- H. Furnish and Install Diversion Pumping, 7 WEEKS.
- I. Engineering Inspection, 1 Each.
- J. Engineering Design, 1 Each.

Work to be Completed Total: \$104,084.28

SCOPE NOTES

1. See attached documents “548863 - DR4617NC - TOB - Engineer Report 25 Jan 2022.pdf”, and “5435688 - DR4617NC - TOB - Updated Engineer Report.pdf”.

- 2. Cost estimating was done using averaged State of North Carolina DOT costs. This database includes full costs for recently completed projects.
- 3. FEMA validated the available unit cost for components of construction for similar sized NC DOT projects in their database. See document “DR4617NC Town of Burnsville - FEMA Validated Cost Estimate R1.xlsx”.
- 4. FEMA compared Lump Sum cost components with available Lump Sum costs for similar sized NC DOT projects in their database.
- 5. These costs are for similar locally contracted work.
- 6. FEMA has validated the applicant-provided costs and has attached the document “DR4617NC - Town of Burnsville - FEMA Validated Engineer Cost Estimate.xlsx”.
- 7. The City of Burnsville shall properly procure the work, in accordance with approved procurement policy.
- 8. All work will be done in accordance with current codes and standards, and in accordance with applicable State of North Carolina Department of Transportation, and other state, local and federal permitting requirements.
- 9. All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. For any FEMA-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to operate prior to the event (e.g., a new pit, agricultural fields, road

ROWS, etc.) in whole or in part, regardless of cost, the Applicant must notify FEMA and the Recipient prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a subrecipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal finding. Documentation of borrow sources utilized is required at closeout.

917993 Culvert-Town of Burnsville Pineola St

Damage #917993; CULVERT – Town of Burnsville Pineola Street (GPS 35.91281, -82.30804)

Work Completed

Applicant used contractor labor, equipment, and materials for the repair of the two 4 FT x 4 FT x 4 FT knockout boxes. Boxes and piping need no repair, except for backfilling and compacting. All work is to be completed in-kind and within existing footprint to return the facility to its pre-disaster design, use, and function.

- A. Furnish and Install Select Material Excavation, 32 CY.**
- B. Furnish and Install Foundation Conditioning, Minor Structures, 12 CY.**
- C. Furnish Traffic Control/ Temporary Traffic Control devices, 1 EACH.**

Work Completed Total: \$5,900.00

SCOPE NOTES

1. See attached documents "548863 – DR4617NC – TOB – Engineer Report 25 Jan 2022.pdf", and "548863 – DR4617NC – TOB – Updated Engineer Cost Estimate.pdf".
2. These costs are for the completed work that was locally contracted.
3. The City of Burnsville procured the work, in accordance with approved procurement policy.
4. FEMA validated the available unit cost for components of construction for similar sized NC DOT projects in their database. See document "DR4617NC Town of Burnsville - FEMA Validated Cost Estimate R1.xlsx". For DI917993 the work is completed, and FEMA validated the completed work using invoice documentation.

Cost

Code	Quantity	Unit	Total Cost	Section
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	\$0.00	Completed
9001 (Contract)	1.00	Lump Sum	\$46,596.24	Uncompleted
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	\$0.00	Completed
9001 (Contract)	1.00	Lump Sum	\$4,198.82	Uncompleted
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	\$0.00	Completed
9001 (Contract)	1.00	Lump Sum	\$104,084.28	Uncompleted
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	\$0.00	Completed
9001 (Contract)	1.00	Lump Sum	\$5,900.00	Completed

CRC Gross Cost	\$160,779.34
Total 406 HMP Cost	\$0.00
Total Insurance Reductions	\$0.00

CRC Net Cost	\$160,779.34
Federal Share (90.00%)	\$144,701.41
Non-Federal Share (10.00%)	\$16,077.93

Award Information

Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated
0	Eligible	Awarded	PA-04-NC-4617-PW-00096(152)	\$160,779.34	90 %	\$144,701.41	6/17/2022

Drawdown History

EMMIE Drawdown Status As of Date	Obligation Number	Expenditure Number	Expended Date	Expended Amount
No Records				

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- ✓ The Recipient must submit its certification of the subrecipient's completion of this project, the final claim for payment, and supporting documentation within 180 days from the date that the applicant completes the scope of work, or the project deadline, whichever occurs first. FEMA reimburses Large Projects (those with costs above the large project threshold) based on the actual eligible final project costs. Therefore, during the final project reconciliation (closeout), the project may be amended to reflect the reconciliation of actual eligible costs.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Insurance

Additional Information

4/28/2022:

The road(s), road rights-of-way, embankment erosion, bridges or culvert damage represented in this project are neither insured nor insurable. No insurance relief is anticipated. No insurance narrative will be produced or uploaded into documents or attachments.

FEMA Policy 206-086-1

PART 2: Other Insurance-Related Provisions. (Sections 312 and 406(d) of the Stafford Act)

A. Duplication of Benefits. FEMA cannot provide assistance for disaster-related losses that duplicate benefits available to an applicant from another source, including insurance.

1. Before FEMA approves assistance for a property, an applicant must provide FEMA with information about any actual or anticipated insurance settlement or recovery it is entitled to for that property.
2. FEMA will reduce assistance to an applicant by the amount of its actual or anticipated insurance proceeds.
3. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurer(s).

No insurance requirements are mandated for the damages included in this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, and vehicles (FEMA Recovery Policy FP 206-086-1).

Steven A. Goodroad, Insurance Specialist, CRC East

O&M Requirements

There are no Obtain and Maintain Requirements on Multiple Culverts and erosion.

406 Mitigation

4/28/2022 – O. Rueda Builes EASP -- Mitigation opportunities were discussed with the Applicant however the applicant has decided not to incorporate mitigation into this project. See uploaded document under filename email "DR4617NC Applicants mitigation decline notice 435688-Burnsville.pdf".

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?

Yes

EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- EO 11988 Condition: All new construction associated with the project must be protected to the 100-year (1% annual chance) flood elevation. Applicant must submit documentation to the State and FEMA documenting compliance with this condition. The applicant must document coordination with the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout
- EO 11988 Condition: Per 44 CFR Part 9.12(f), after posting the final public notice, FEMA shall, without good cause shown, wait at least 15 days before obligating the project. Final public notice posted on 05/24/2022.
- CWA Condition: The applicant is responsible for coordinating with and obtaining any required Section 404 permit(s) from the United States Army Corps of Engineers (USACE) and 401 permit(s) from the responsible state or tribal agency prior to

initiating work. The applicant shall comply with all conditions and pre-construction notification requirements of the required permit(s), including any applicable regional conditions. All coordination pertaining to these activities or compliance with applicable permits must be documented and maintained in the applicant's permanent files. Copies must be forwarded to the Recipient (state or tribal EMA) and FEMA as part of the permanent project file. Failure to comply with this requirement may jeopardize receipt of federal funds.

- NHPA Condition: Prior to conducting repairs, applicant must identify the source and location of fill material and provide this information to NCSHPO and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer will be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout.
- RCRA Condition: Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.
- SHM&SW Condition: The applicant shall ensure that all debris is separated and disposed of in a manner consistent with NCDEQ, disposal at permitted facilities guidelines or at a disposal site or landfill authorized by NCDEQ. The applicant is responsible for ensuring contracted removal of debris also follows these guidelines. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.

EHP Additional Info

There is no additional environmental historical preservation on **Multiple Culverts and erosion.**

Final Reviews

Final Review

Reviewed By CAMPBELL SHIER, LISA L.

Reviewed On 05/31/2022 9:06 AM EDT

Review Comments

No comments available for the Final Review step

Recipient Review

Reviewed By Abram, John

Reviewed On 05/31/2022 9:49 AM EDT

Review Comments

approve 05/32/2022 ja

Fixed Cost Offer

As a Public Assistance (PA) Subrecipient Burnsville, Town of (199-09140-00), in accordance with Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, the Applicant agrees to accept a permanent work subaward based on a Fixed Cost Offer in the amount of \$160,779.34 for subaward number 96 under Disaster # 4617. The Applicant

accepts responsibility for all costs above the Fixed Cost Offer.

The Applicant understands that by participating in this pilot program they will be reimbursed for allowable costs in accordance with 2 CFR Part 200, and the reimbursement will not exceed the Fixed Cost Offer. The Applicant also understands that by agreeing to this Fixed Cost Offer, they will not receive additional funding related to the facilities or sites included in the subaward. The Applicant also acknowledges that failure to comply with the requirements of applicable laws and regulations governing assistance provided by FEMA and the PA Alternative Procedures Pilot Program Guidance (such as procurement and contracting; environmental and historic preservation compliance; and audit and financial accountability) may lead to loss of federal funding.

Project Signatures

Signed By Crowder, Leslie

Signed On 06/13/2022

Department of Homeland Security Federal Emergency Management Agency

General Info

Project #	548863	P/W #	92	Project Type	Specialized
Project Category	C - Roads and Bridges	Applicant	Burnsville, Town of (199-09140-00)	Event	4617DR-NC (4617DR)
Project Title	Culvert - Azalea Ln	Declaration Date	9/8/2021	Incident Start Date	8/16/2021
Project Size	Small	Incident End Date	8/18/2021	Completion Date	
Activity	3/08/2023	Process Step	Obligated	Completion Date	

Damage Description and Dimensions

The Disaster # 4617DR, which occurred between 08/16/2021 and 08/18/2021, caused:

Damage #784581; Culvert - Intersection of Azalea/Summit/East Main St

The formulation of this DDD, was complete in the method of a Tabletop. All damages were furnished by Town of Burnsville. No physical inspection was done by FEMA.

General Facility Information:

- **Facility Type:** Culverts
- **Facility:** Azalea Ln. at French Broad Substation
- **Facility Description:** Dual 48" CMPs cross under Azalea Ln. and feed directly into a large 96" CMP. The dual 48" CMPs have 12" concrete walls on each adjacent side of the pipe, suggesting it may have once been a reinforced box culvert.
- **Approx. Year Built:** 1960
- **Location Description:** 71 Azalea Lane, Burnsville, North Carolina 28714
- **GPS Latitude/Longitude:** 35.91721, -82.29568
- **Shape:** Box/Rectangular
- **Material:** Corrugated Metal/Steel
- **Dimensions Description:** 4' x 45
- **Number:** Single

General Damage Information:

- **Date Damaged:** 8/17/2021
- **Cause of Damage:** Damage caused by tropical storm Fred.

Culvert Damage:

- other , 0.5926 CY of Sink Hole, 2 FT long x 12 FT wide x 8 IN deep, heavy rainstorm, 0% work completed.

The damage caused by the storm event, may have damage underlying elements

of the Rd. addition damages maybe associated with site

Addition damages may consist of but are not limited to

- Surface
- Base, and Sub-base material
- CMP (Double)

All of this will be determined once work to the area has been started

Final Scope

784581 Culvert - Intersection of Azalea/Summit/East Main St

CULVERT – Intersection of Azalea/Summit/East Main St (GPS 35.91721, -82.29568)

Work to be Completed

Applicant will use contractor labor, equipment, and materials for the repair of the dual 48 INCH Corrugated Metal Pipes (CMP) which cross under Azalea Ln and feed directly into the 96 INCH CMP. The dual 48 INCH CMPs have 12 INCH concrete walls on each adjacent side of the pipe, suggesting that it may have once been a reinforced box culvert. Culvert Damage 0.5926 CY Sink Hole, 2 FT long X 12 FT wide x 8 INCH deep. All work is to be completed in-kind and within existing footprint to return the facility to its pre-disaster design, use, and function.

- A. Furnish Select Material Excavation, 26 CY.
- B. Furnish and Install Select Granular Material, Class III, 30 TON,
- C. Remove and Replace Concrete Pipe Collar, 1 Each.
- D. Furnish and Install Asphalt Plant Mix Pavement Repair, 28 Tons.
- E. Remove and Replace 12 Inch Reinforced Concrete Wall, 4 CY.
- F. Furnish and Install Traffic Control, 6 Weeks.
- G. Furnish and Install Creek Diversion / Pumping, 6 Weeks.
- H. Engineering Inspection, 1 Each.
- I. Engineering Design, 1 Each.

Work to be Completed Total: \$69,253.96

PROJECT NOTES

1. See attached documents "548863 – DR4617NC – TOB – Engineer Report 25 Jan 2022.pdf", and "548863 – DR4617NC – TOB – Updated Engineer Cost Estimate.pdf".
2. Cost estimating was done using averaged State of North Carolina DOT costs. This database includes full costs for recently completed projects.
3. FEMA validated the available unit cost for components of construction for similar sized NC DOT projects in their database. See document "DR4617NC Town of Burnsville - FEMA Validated Cost Estimate.xlsx".
4. FEMA compared Lump Sum cost components with available Lump Sum costs for similar sized NC DOT projects in their database.
5. These costs are for similar locally contracted work.
6. FEMA has validated the applicant-provided costs and has attached the document "DR4617NC - Town of Burnsville - FEMA Validation

7. The City of Burnsville shall properly procure the work, in accordance with approved procurement policy.

8. All work will be done in accordance with current codes and standards, and in accordance with applicable State of North Carolina Department of Transportation, and other state, local and federal permitting requirements.

9. All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. For any FEMA-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to operate prior to the event (e.g. a new pit, agricultural fields, road ROWs, etc.) in whole or in part, regardless of cost, the Applicant must notify FEMA and the Recipient prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a subrecipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal finding. Documentation of borrow sources utilized is required at closeout.

10. Ground disturbance does not extend beyond the existing footprint or ROW but within platted storm drainage easement. This total area is to be finalized during construction. It is possible, but not likely, that additional area may be needed for the planned work.

406 HMP Scope

(I) Damage Description & Dimensions (DDD):

On August 16th thru 18th 2021, Tropical Storm Fred impacted the state of North Carolina, with high-speed winds, heavy rain, storm surge and high velocity flood waters. Caused that a dual 48" CMPs cross under Azalea Ln. and feed directly into a large 96" CMP. The dual 48" CMPs have 12" concrete walls on each adjacent side of the pipe, suggesting it may have once been a reinforced box culvert. In addition, the severe storm created a 2 ft. long x 12 ft. wide x 8 ft. deep sink on the south side of the concrete wall approximately near the center of Azalea Ln.

Total repair cost of damaged elements (*Pre-disaster*) being protected by the HMP at this site = **\$69,253.96**

(II) Hazard Mitigation Proposal (HMP) Scope of Work:

In order to protect against and lessen the impact of future events, applicant has requested PA mitigation funding for this project. The applicant as mitigation measures will eliminate the dual CMP culvert and will build a reinforced box culvert with slab and footing. The reference for the applicant's estimate can be found on Grants Manager under 406 Hazard Mitigation document section by the file name: DR4617NC Applicant Mitigation Estimate 548863 Burnsville-Azalea Ln. For reference as In-Kind cost can be found under 406 HM document section file: DR4617NC CRC Cost estimate- In Kind- 548863 – Burnsville- Azalea Ln.

(III) Hazard Mitigation Proposal (HMP) Cost:

Subtotal of cost of Items Needed if the HMP is Approved = **\$134,202.76** (\$ additional)

Subtotal of cost of Items Not Needed if the HMP is Approved = **\$69,253.96** (\$ deduction)

Net Hazard Mitigation cost = \$64,948.80 (\$ additional - \$ deduction)

(IV) Cost Effectiveness Calculation:

HMP Cost/Benefit % = (Net Hazard Mitigation Cost / Total Repair Cost of Damaged Elements being protected by the HMP) X 100

HMP C/B % = **\$64,948.80 / \$69,253.96** x 100 = **/93.78%** ≤ 100%.

(V) HMP Cost-Effectiveness:

The mitigation measure listed in **Section IV- Hazard Mitigation sub-section A – Cost-effective Evaluation pg. 155-156**. The mitigation measure is specifically listed in Appendix J: “*Cost-Effective Public Assistance Hazard Mitigation Measures, AND the cost of the mitigation measure does not exceed 100 percent of the eligible repair cost (prior to any insurance reductions) of the facility or facilities for which the mitigation measure applies*”. This mitigation measure does not exceed the 100 % of the eligible repair cost and is considered to be cost effective.

This Hazard Mitigation Proposal cost is 93.78% of the repair and restoration costs being protected. In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4, Chapter 8 Section **IX- sub-Section A, Roads and Bridges (Category C)** pg.168. Also, on the **Appendix J**; section **I**, sub-section **B & C** pg.242-243.

(VI) Compliances and Assurances:

This HMP is for estimating purposes only. If the site's final placement and configuration are different than the preliminary estimate, the Applicant should submit a change in scope request. This HMP is subject to further review prior to award. The Applicant is responsible for final design, placement, configuration, choice of contractors or vendors, permits and compliance with all regulatory codes and standards of the State of North Carolina. FEMA will pay only the incremental difference in cost between repairs and mitigation and will *not duplicate funding* for repair or replacement of eligible work. Eligibility and funding for the mitigation at this site on this project will be subject to the compliance of all environmental laws, regulations, and executive orders applicable to the sites.

HMP writer Name and Title: Jenny Santana Colón IPA HM Specialist 406

Cost

Code	Quantity	Unit	Total Cost	Section
3510 (Engineering And Design Services)	1.00	Lump Sum	\$9,389.21	Uncompleted
9001 (Contract)	1.00	Lump Sum	\$59,864.75	Uncompleted

CRC Gross Cost	\$69,253.96
Total 406 HMP Cost	\$64,948.80
Total Insurance Reductions	\$0.00
CRC Net Cost	\$134,202.76
Federal Share (90.00%)	\$120,782.49
Non-Federal Share (10.00%)	\$13,420.27

Award Information

Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated
0	Eligible	Awarded	PA-04-NC-4617-PW-00092(163)	\$134,202.76	90 %	\$120,782.48	7/5/2022

Drawdown History

EMMIE Drawdown Status As of Date	Obligation Number	Expenditure Number	Expended Date	Expended Amount
No Records				

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the subrecipient's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project, or the latest approved deadline, whichever is sooner.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If a subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Insurance

Additional Information

5/31/2022: Project reworked for H&H Study with no change to prior insurance determination.

The road(s), road rights-of-way, embankment erosion, bridges or culvert damage represented in this project are neither insured nor insurable. No insurance relief is anticipated. No insurance narrative will be produced or uploaded into documents or attachments.

FEMA Policy 206-086-1

PART 2: Other Insurance-Related Provisions. (Sections 312 and 406(d) of the Stafford Act)

A. **Duplication of Benefits.** FEMA cannot provide assistance for disaster-related losses that duplicate benefits available to an applicant from another source, including insurance.

1. Before FEMA approves assistance for a property, an applicant must provide FEMA with information about any actual or anticipated insurance settlement or recovery it is entitled to for that property.
2. FEMA will reduce assistance to an applicant by the amount of its actual or anticipated insurance proceeds.
3. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurer(s).

No insurance requirements are mandated for the damages included in this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, and vehicles (FEMA Recovery Policy FP 206-086-1).

Steven A. Goodroad, Insurance Specialist, CRC East

O&M Requirements

There are no Obtain and Maintain Requirements on Culvert - Azalea Ln.

406 Mitigation

04/20/22 - Project 548863 - In order to protect against and lessen the impact of future events, applicant has requested PA mitigation funding for this project. The applicant as mitigation measures will eliminate the dual CMP culvert and will build a reinforced box culvert with slab and footing. This mitigation measure does not exceed the 100 % of the eligible repair cost and is considered to be cost effective. J. Santana Colon

4/20/2022 – O. Rueda Builes HMEAS -- The Hazard Mitigation Proposal for this Project are approved in accordance with Appendix J (100% rule) In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4, Chapter 8. Also, Section IV- Hazard Mitigation sub-section A – Cost-effective Evaluation pg. 155-156 and Appendix J Pg. 242. This Hazard Mitigation Proposal cost is 93.78 % of the repair and restoration costs being protected does not exceed the 100 percent of the eligible repair cost and is considered cost-effective. Refer to documents: "DR4617NC Applicant Mitigation Estimate 548863 Burnsville-Azalea Ln.pdf" and "DR4617NC HM HMP 548863 DI 784581 Burnsville-Azalea Ln.pdf".

5/31/2022 – O. Rueda Builes EASP - Project was reworked for document change request which did not change the status of mitigation. Technically feasible, cost effective mitigation has been incorporated into this project. The project required for an H & H Study to be conducted. This Document has now been added to the Mitigation Profile as document: "DR4617NC - TOB - 548863 - H&H Study.pdf".

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?

Yes

EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- EO 11988 Condition: Per 44 CFR Part 9.12(f), FEMA cannot obligate this project until on or after 05/12/2022.
- CWA Condition: The applicant is responsible for coordinating with and obtaining any required Section 404 permit(s) from the United States Army Corps of Engineers (USACE) and 401 permit(s) from the responsible state or tribal agency prior to initiating work. The applicant shall comply with all conditions and pre-construction notification requirements of the required permit(s), including any applicable regional conditions. All coordination pertaining to these activities or compliance with applicable permits must be documented and maintained in the applicant's permanent files. Copies must be forwarded to the Recipient (state or tribal EMA) and FEMA as part of the permanent project file. Failure to comply with this requirement may jeopardize receipt of federal funds.
- NHPA Condition: Prior to conducting repairs, applicant must identify the source and location of fill material and provide this information to NCSHPO and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer will be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout.
- RCRA Condition: Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance with the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.
- SHM&SW Condition: The applicant shall ensure that all debris is separated and disposed of in a manner consistent with NCDEQ, disposal at permitted facilities guidelines or at a disposal site or landfill authorized by NCDEQ. The applicant is responsible for ensuring contracted removal of debris also follows these guidelines. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.

EHP Additional Info

There is no additional environmental historical preservation on Culvert - Azalea Ln.

Final Reviews

Final Review

Reviewed By CAMPBELL SHIER, LISA L.

Reviewed On 06/03/2022 8:29 PM EDT

Review Comments

No comments available for the Final Review step

Recipient Review

Reviewed By Abram, John

Reviewed On 06/06/2022 9:11 AM EDT

Review Comments

approve 06/06/22 ja

Project Signatures

Signed By Crowder, Leslie

Signed On 06/15/2022

APPENDIX B

STATE-APPLICANT DISASTER ASSISTANCE AGREEMENT BETWEEN THE TOWN OF BURNSVILLE AND NCDPS

**DESIGNATION OF APPLICANT'S AGENT
AND APPLICANT ASSURANCES
FOR PUBLIC ASSISTANCE**

ORGANIZATION NAME (HEREAFTER NAMED ORGANIZATION)

Burnsville, Town of

PRIMARY AGENT	SECONDARY AGENT
AGENT'S NAME Heather Hockaday	AGENT'S NAME
ORGANIZATION Town of Burnsville	ORGANIZATION
TITLE or POSITION Town Admin/Attorney	TITLE or POSITION
MAILING ADDRESS 2 Town Square	MAILING ADDRESS 2 Town Square
CITY, STATE, ZIP Burnsville, NC, 28714	CITY, STATE, ZIP Burnsville, NC, 28714
DAYTIME TELEPHONE (828) 682-2420	DAYTIME TELEPHONE
FAX NUMBER	FAX NUMBER
CELL NUMBER	CELL NUMBER

THE ABOVE PRIMARY AND SECONDARY AGENTS ARE HEREBY AUTHORIZED TO EXECUTE AND FILE APPLICATION FOR PUBLIC ASSISTANCE ON BEHALF OF THE ORGANIZATION FOR THE PURPOSE OF OBTAINING CERTAIN STATE AND FEDERAL FINANCIAL ASSISTANCE UNDER THE ROBERT T. STAFFORD DISASTER RELIEF & EMERGENCY ASSISTANCE ACT, (PUBLIC LAW 93-288 AS AMENDED) OR OTHERWISE AVAILABLE. THIS AGENT IS AUTHORIZED TO REPRESENT AND ACT FOR THE ORGANIZATION IN ALL DEALINGS WITH THE STATE OF NORTH CAROLINA AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR MATTERS PERTAINING TO SUCH DISASTER ASSISTANCE REQUIRED BY THE AGREEMENTS AND ASSURANCES PRINTED ON THE SECOND ATTACHED PAGE.

FINANCIAL MANAGER OR OFFICER	CERTIFYING OFFICIAL
NAME Leslie Crowder	OFFICIAL'S NAME Heather Hockaday
ORGANIZATION Town of Burnsville	ORGANIZATION Town of Burnsville
OFFICIAL POSITION Finance Director	OFFICIAL POSITION Town Manager
MAILING ADDRESS PO Box 97	MAILING ADDRESS PO Box 97
2 Town Square	2 Town Square
CITY, STATE, ZIP Burnsville, NC, 28714	CITY, STATE, ZIP Burnsville, NC, 28714
DAYTIME TELEPHONE 828-682-2420	DAYTIME TELEPHONE 828-682-2420
FACSIMILE NUMBER 828-682-7757	FACSIMILE NUMBER
PAGER OR CELLULAR NUMBER	PAGER OR CELLULAR NUMBER

APPLICANT'S STATE COGNIZANT AGENCY FOR SINGLE AUDIT PURPOSES (IF A COGNIZANT AGENCY IS NOT ASSIGNED, PLEASE INDICATE):

Town of Burnsville

APPLICANT'S FISCAL YEAR (FY) START

MONTH: 07

DAY: 01

APPLICANT'S FEDERAL EMPLOYER'S IDENTIFICATION NUMBER

56-6001190

APPLICANT'S STATE PAYEE IDENTIFICATION NUMBER

CERTIFYING OFFICIAL'S SIGNATURE

APPLICANT ASSURANCES

The applicant hereby assures and certifies that he will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally-assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that it is duly authorized pursuant to appropriate applicant authority and/or a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body and that the agents and officials designated herein are duly authorized under North Carolina law to act on behalf of the organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to the disaster assistance required by the agreements and assurances contained herein.
2. It will comply with the provisions of Executive Order 11988, relating to Floodplain Management and Executive Order 12148, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the awarding agency, the Comptroller General of the United States and the State the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act, as amended, 5 USC 1501 et. seq. and 7324 et. seq., which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973, as amended, 42 U.S.C. 40001 et seq.. Further, Sections 102 and 103 (42 U.S.C. 4012a and 4015) required, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. 306108 (former 16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 or 1974, 54 U.S.C. 312501 et. seq. (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

The Certifying Official is an individual with authority to bind the Applicant Organization to the terms and conditions herein, or one who has been duly authorized to act in that capacity for this matter.)



North Carolina Department of Public Safety Division of Emergency Management

APPLICANT: Burnsville, Town of

DISASTER: Tropical Storm Eta
FEMA No: **FEMA-4617-NC**

STATE-APPLICANT DISASTER ASSISTANCE AGREEMENT

This Agreement made by and between the State of North Carolina, Department of Public Safety, Division of Emergency Management ("the State") and Burnsville, Town of ("the Applicant") shall be effective on the date signed by the State and the Applicant. It shall apply to all disaster assistance funds provided by or through the State to the Applicant as a result of the disaster named Tropical Storm Fred and pursuant to the Major Disaster Declaration made by the President of the United States numbered FEMA-4617-NC.

The designated representative of the Applicant (Applicant's Agent) certifies that:

1. The Applicant's Agent has the legal authority under North Carolina law to apply for assistance on behalf of the Applicant, that it is duly authorized pursuant to appropriate Applicant authority and/or a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, and that the agents and officials designated herein are duly authorized under North Carolina law to act on behalf of the organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to the disaster assistance required by the agreements and assurances contained herein.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State disaster grant assistance.
3. The Applicant shall use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative (GAR).
4. The Applicant is aware of and shall comply with cost-sharing requirements of Federal and State disaster assistance: specifically, that Federal assistance is no less than 75% of eligible expenditures, and that State assistance is limited to 25% of the eligible costs. Alternate projects selected by the Applicant may be eligible for only 75% of the approved Federal share of estimated eligible costs.
5. The Applicant shall provide the following completed documentation to the State:
 - a. The required NCEM Funding Agreement, which includes both this State-Applicant Disaster Assistance Agreement (SAA) form and the Designated Authorized Agent (DAA) form
 - b. Private Non-Profit Organization Certification (if relevant)
 - c. Summary of Documentation Form itemizing actual costs expended for large project payment requests
 - d. Quarterly Progress Reports (formerly monthly progress reports)
 - e. Copies of Single Audit Reports as applicable

If the Applicant fails to provide any of the above documentation, the State will be under no obligation to reimburse the Applicant for eligible expenses.

6. The Applicant shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative. If applicable, the Applicant shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. § 7501 et. seq., 44 C.F.R. Part 14, 2 C.F.R. Part 200, OMB Circular A-133, "Audits of States, Local Governments and Non-profit Organizations," and applicable North Carolina laws, rules and regulations.
7. The Applicant shall provide to the State Quarterly Progress Reports for all open large projects and all Category Z projects (formerly Administrative Costs or DAC) funded by FEMA disaster assistance grants. The first Progress Report shall be due on the 10th day of the first month following initiation of the project and subsequent Progress Reports will be due on the 10th day of the first month of each quarter thereafter until the project is complete. Forms and reporting requirements will be provided by NCEM Recovery/Public Assistance.
8. The Applicant, its employees and agents, including consultants, contractors and subcontractors to be paid with funds provided under this Agreement, shall give State and Federal agencies designated by the Governor's Authorized Representative (GAR), full access to and the right to examine all records and documents related to the use of disaster assistance funds.
9. The Applicant shall return to the State, within thirty (30) days of a request by the Governor's Authorized Representative (GAR), any funds advanced to the Applicant that are not supported by audit or Federal or State review of documentation maintained by the Applicant.
10. The Applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities.
11. As a subrecipient of FEMA Public Assistance funds, the Applicant shall comply with FEMA's requirements to obtain and maintain insurance as applicable to any project that FEMA funds. If the Applicant does not obtain and maintain this insurance, FEMA may not fund future damages on the applicable facilities lacking FEMA-denoted insurance.
12. The Applicant shall begin and complete all items of work within the time limits established by the Governor's Authorized Representative (GAR) and in accordance with applicable Federal and State statutes, rules and regulations.
13. The Applicant shall request a final inspection within ninety (90) days after completion of each and every large project funded under this Agreement, or within ninety (90) days after the expiration of the time limit established for each project under Paragraph 12 above, whichever occurs first. Applicant shall present all supporting documentation to State and/or Federal inspectors at the time
14. The Applicant shall comply with all applicable Federal and State statutes, rules and regulations for publicly financed or assisted contracts including, but not limited to, non-discrimination, labor standard, and access by the physically handicapped.

15. The Applicant's Designated Agent shall execute and comply with the Lobbying Prohibition certification incorporated herein as *Attachment A*.
16. The Applicant's Designated Agent shall execute and comply with the Statement of Assurances (SF 424D) document incorporated herein as *Attachment B*.
17. The Applicant shall not enter into cost plus percentage of cost contracts for any contracts subject to this Agreement including for debris removal, emergency protective measures, or completion of disaster restoration or repair work.
18. The Applicant shall not enter into contracts for which payment is contingent upon receipt of State or Federal funds.
19. The Applicant shall not enter into any contract with any entity that is debarred or suspended from participation in Federal Assistance. The State and/or FEMA will not be under any obligation to reimburse Applicant for payments made to a debarred or suspended contractor. Applicant may search for debarred or suspended contractors on the "Excluded Parties List System" (EPLS) at the following website: www.sam.gov. The Applicant shall be responsible to ensure that it has checked the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors, Subcontractors, or subrecipients have not been suspended or debarred from doing business with federal or State government.
20. The Applicant shall comply with the provisions of 42 U.S.C. § 5155 (Section 312 of the Stafford Act) which prohibits duplication of benefits. Applicant shall notify State immediately if any other source of funds is available to offset disaster assistance provided pursuant to this Agreement. Applicant agrees that eligible costs under this Agreement will be reduced by duplicate benefits received from any other source.
21. The Applicant shall comply with all uniform grant administration requirements required by State and Federal statutes, rules and regulations, including but not limited to, the Robert T. Stafford Disaster Relief and Emergency assistance Act, Public Law 93-288, as amended, Title 44 of the Code of Federal Regulations, 2 C.F.R. Part 200, applicable OMB Circulars, and policy guidance issued by the Federal Emergency Management Agency (FEMA).
22. If the Applicant pays contractors, subcontractors or consultants with funds provided through this Agreement, the Applicant shall include language in all contracts that binds the contractor, subcontractor or consultant to the terms and conditions of this Agreement with the State.

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Date

56-6001190

**Applicant's Federal Tax I.D.
Number (required)**

FOR THE APPLICANT:

BY:

Nathan Horkaday
Signature

Signature

Heather Hockaday
Typed Name

Town Manager

Title

FOR THE STATE:

Date

BY:

Signature

Typed Name

Title

ATTACHMENT A

LOBBYING PROHIBITION

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any State or Federal agency, a member of the N.C. Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all recipients of funds under this Agreement shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Burnsville, Town of

Name of Applicant

BY: 

Signature of Applicant's Designated Agent

ATTACHMENT B

Assurances for Construction Programs

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

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.
PROVIDE THIS DOCUMENT TO THE REQUESTING AGENCY IN THE MANNER REQUESTED BY THEM.**

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

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

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

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

(Below: the Certifying Official is an individual with authority to bind the Applicant Organization to the terms and conditions herein, or one who has been duly authorized to act in that capacity for this matter.)

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Town Manager
APPLICANT ORGANIZATION Burnsville, Town of	DATE SUBMITTED Nov 10, 2021