



Housing Minor Rehab Program

Adopted by Ordinance #101-2017 and Resolution #9896-2019
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Owner's Acknowledgement for Receipt _____
 Signature & Date

Preface

The City of Alexandria's *Housing Minor Rehab Program* will be a function of the Community Development Department (CmDv) and funded through CDBG and CDBG-CV funds, authorized by the Department of Housing and Urban Development (HUD). The intent of this program is to be in accordance with the City of Alexandria's Five-Year Consolidated Strategy and Plan, where the goal for affordable housing is "to improve the condition and availability of affordable housing for low/mod-income Owners." All programs are subject to funding availability and may be suspended during any funding year.

The City of Alexandria, as authorized by the rules and regulations governing the proper administration of the CDBG and CDBG-CV programs, must adopt policies and procedures as outlined in this document, to the degree practical, for adequate and consistent implementation guidelines that conform to local, state and federal law. This plan was approved for adoption by City Council Resolution Ordinance #101-2017 and Resolution #2896-2019. Minor revisions to the plan, as well as increases in the amount of annual award, may be made as needed, without adoption by City Council, as long as the overall premise of the program guidelines remains consistent. The most current program guideline version shall be implemented for each program cycle, from application taking through project completion.

The City may also have outside funding sources, such as Special Needs Assistance Program (SNAP) or other FHLB defined programs that may be accessed on behalf of the eligible applicant. The funds may have other terms that may be applied in addition to or in lieu of some terms listed in this booklet. If the applicant agrees to accept those terms, CmDv will utilize all known sources to help pay for repairs.

Article I – Program Overview

The intent of the scope of work to be performed under this program is to make deferred maintenance repairs to remove safety and health hazards within an existing Owner-occupied, single-family residential home and extend the structures useful life. The repairs should also help lower maintenance costs, provide energy efficiency and extend the useful life of the structure. These repairs are required to be performed to maintain the structure within the conditions defined in the current International Property Maintenance Code (IPMC). The program assumes that when the house was originally built that it was built in compliance with the building codes of that time period. Any repair work performed must meet the standards of the current International Residential Code (IRC).

Applications will be accepted from residents living within the City of Alexandria that meet certain criteria related to target neighborhoods / location, feasibility, income, age, occupancy and ownership. There are also limits on funding assistance available for houses in the 100-year floodplain. To verify if your home is in a floodplain area, call 318-473-1177 for the City Surveyor. To verify if your home is in a low to moderate income census tract, call 318-449-5074 for the Rehab Program Manager. These criteria and other requirements will be explained in subsequent articles.

The City is providing this program as a grant to awarded applicants. This means that the property will not be liened for the amount invested. In consideration for receipt of fund for Rehab repairs, both the applicant and the subject property location shall be ineligible to apply for any other HUD program managed by CmDv with federal funding for a term of five (5) years. The one exception to that rule is the HUD Lead Remediation Program.

For example: You own a house at 123 Live Street and you receive repairs to the structure through the Housing Rehab program in 2018. Then, in 2020 you move to 456 Run Street and your sister moves into your old house at 123 Live Street. Under this rule, you would not be eligible to receive repairs at 456 Run Street because "you" personally were qualified for repairs back in 2018. Also, your sister's house would not be eligible at 123 Live Street because repairs were made to that location in 2018.

If the property is sold, conveyed or transferred during the period of the ineligibility, the grant will not become due or payable according to the provisions set forth in this document. CmDv determined that due to the limited stock of safe, decent affordable housing in the City, any improvements made to these structures far outweigh the potential for a lien / loan repayment. In addition, most Owners are seniors and own their home without mortgages or liens and if liens were imposed as part of this program, it was suspected that many Owners would not apply for much needed assistance. Furthermore, past history of the Weatherization and Senior Minor Repair Programs proves that there was negligible repayment of any liens imposed over there five (5) year lien period.

Therefore, in lieu of a lien, this grant will instead impose an ineligibility period. The term of the ineligibility of applying for future awards will be five (5) years. This means that if the Owner and/or property address has EVER received assistance via any program offered by Community Development, the following conditions will apply:

1. If you have received assistance in the last five (5) years, you are ineligible to apply.
2. If the property address that you own and occupy has received assistance in the last five (5) years, you are ineligible to apply.
3. If you have received assistance more than five (5) years ago, you will be placed on a waiting list until all qualified applicants during the application period who have never received assistance are considered.
4. Again, the one exception is the HUD Lead Remediation Grant. If you have received assistance under that particular program, you are eligible to apply for this one.

Article II – Maximum Grant Limitation

The maximum grant available for *Housing Minor Rehab Program* of each eligible residential structure will be \$10,000 for electrical, plumbing or carpentry type repairs where lead-based paint clearance testing may be required based on the scope of work. See Article XXII for more on the Lead Safe Housing Rule. The amount invested will be determined by the costs necessary to correct all eligible repair items and the financial threshold is subject to change per EPA guidelines. It was most recently increased from \$5,000 to \$10,000 in 2020.

The exception will be a maximum grant of \$15,000 for roof repairs only, which are exempt from lead clearance test requirements. This shall apply only to roofs for the following reasons:

1. the cost to replace a roof is substantially more than \$10,000 on most homes;
2. there are a significant amount of homes in the low mod census tracts and Target Neighborhoods that have roofs that are 20+ years old and in desperate need of repair;
3. existing roof damage is causing further deterioration of the interior structure so these roof repairs are vital to the life span of the structure; and
4. per 24 CFR 35.115, 24 CFR 35.1350.d and §570.608 24 CFR Part 35, exempts replacement of roofs from requiring Certified Risk Assessors Lead Clearance Tests.

Article III – Owner Application

Applications for the *Housing Minor Rehab Program* will be accepted by CmDv. Applicants will have to apply online to complete an application and submit required documentation. If necessary, CmDv staff can assist with the online application process. Applications shall be processed in the order of completed applications received on a first come, first serve basis. In cases of extreme hardship, the staff can interview the client at a different location by appointment. By Owner's signature of application submittal, the Owner is authorizing the following certifications:

1. The applicant certifies that all information furnished in support of this application is given for the purpose of obtaining funds from the Rehab Program under the federal CDBG Program at 24 CFR Part 92, and is true and complete to the best of the applicant's knowledge and belief.
2. The applicant further authorizes CmDv to obtain verification of any information contained in the application from any source named therein. It is understood that this information is for the confidential use of CmDv.
3. The applicant certifies that he/she is the Owner and primary resident of the property described in the application, and that the rehab proceeds will be used for the labor and materials necessary to correct all eligible repairs.
4. The applicant hereby understands that if the cost to repair all items necessary to bring the structure into compliance with the current International Property Maintenance Code exceeds the program limit as noted in Article II, the structure will be disqualified from participation in the program. The City's Inspector will be responsible for verifying the scope of work eligible within each structure.
5. The applicant certifies that he/she has received a copy of the *Housing Minor Rehab Program Policy Guidelines* and agrees to abide by those requirements in connection with any funding that may be approved by CmDv pursuant to their application.
6. The applicant further agrees that the City of Alexandria is not the agent of the Owner, or the Contractor; the City of Alexandria does not warranty the work of the Contractor or the quality of construction; nor is the City responsible for warranty repairs. The Contractor will warranty the work. The applicant agrees to hold the City of Alexandria and CmDv harmless for any act or omission on the part of the Contractor.
7. The applicant acknowledges that under the HUD Conflict of Interest regulations at 24 CFR 570.611(b) for CDBG and 24 CFR 92.356 for HOME, in general, any person who is an employee of the City of Alexandria is a covered person under the rules and serving that person (or an immediate family member) shall require HUD to issue a waiver in order to be qualified to obtain financial interest of benefit from these activities either for themselves or for those with whom they have immediate family ties. CmDv will be responsible to collect and process the necessary information to apply to HUD for the approval waiver. The HUD waiver process could take as long as one year or more, therefore, an applicant may not receive benefit that particular year, however, the waiver would still be valid for re-application the subsequent year.
 - a. Furthermore, it is a violation of the Louisiana Code of Governmental Ethics for a public servant, specifically CmDv staff personnel, to do business with an immediate family member. The Code defines "immediate family" relating to public servant as children, spouses of children, brothers, sisters, spouses of public servants' brothers and sisters, parents, spouse and the parents of public servants' spouse. For more definitions and a review of the Code of Ethics, please visit the Louisiana Ethics Administration Program website at www.ethics.la.gov.
8. The applicant acknowledges that he/she was informed that pursuant to Title VI of the Civil Rights Act of 1964, there will be no discrimination on the basis of race, color, religion, sex, national origin, handicap or familial status in the occupancy of the property receiving funding through the Rehab Program from the City of Alexandria. Additionally, pursuant to the requirements of 24 CFR 5.105(a)(2), participation in this program is open to all applicants without regard to actual or perceived sexual orientation, gender identity, or marital status.

9. Contractor agrees that he will comply with the provisions of the Davis-Bacon Act as amended (40 U.S.C. 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5) where applicable. He agrees that where applicable, all laborers and mechanics employed by Contractor or any Subcontractors, on work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.
10. The applicant, under the PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C., Title 18, Section 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies...or makes any false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement of entry, shall be fined no more than \$10,000 or imprisoned not more than five (5) years, or both."

An application project number will be assigned, through CmDv project management software, to each participant following the receipt of all required documentation to determine eligibility. The date and time of the receipt of the application by CmDv will be used to determine the order of applications. An application list will be maintained on all participants determined eligible and will be processed in that order. Completed applications will not be returned to the applicant, regardless of whether the application was denied or approved.

Article IV – Owner Eligibility and Verification

Applicants for Rehab assistance must meet seven (7) basic requirements in order to receive consideration for benefits of the program. However, other considerations, as outlined in this article, are made to ensure compliance with necessary federal regulations. The seven basic considerations are: ownership, household income, location, age, occupancy and feasibility.

A. Ownership

1. An applicant must be the Owner of record and beneficiary of any homestead exemption relief at the Rapides Parish Clerk of Court and Parish Tax Assessor's Office. CmDv will verify ownership electronically through the systems to confirm a certified copy of the deed.
2. The Owner must physically occupy the structure at the time of award and throughout the construction period. Should the Owner pass away, be placed in a nursing home or be confined to a detention center prior to the award of contract, the application shall be considered ineligible. Should any of these circumstances occur after the award of contract but before construction is complete, the CmDv Administrator shall make a determination at that time on a case-by-case basis on how to address the remainder of the project.
3. Should the property change ownership through inheritance, the heir(s) will be responsible for notifying CmDv of the primary Owner's death and the submittal of a Death Certificate will be required. If the heir(s) plan is to reside at the property and they are eligible for participation in the program, approval will be considered on a case by case basis and the heir(s) is subject to meet the minimum criteria for the program.
4. The subject property is prohibited from being offered for sale during the application period and through the entire construction process, if the owner/structure is awarded grant funds. Should the property change ownership through sale or transfer of title during the process, the Owner shall reimburse the City, from the sales proceeds for all expenses incurred on the owner's behalf.

Other criteria that CmDv will to consider regarding ownership at the time of application is:

1. The subject property taxes must be current. Property taxes must not be delinquent for any tax year unless the Owner has entered into a written agreement with the taxing authority outlining a payment plan for delinquent taxes and is abiding to the written agreement.
2. Standard property insurance must be maintained on the property (with coverage adequate to insure the City’s lien position, if applicable). If a property is located in a floodplain, flood insurance must also be maintained, if the amount of grant investment is greater than \$10,000. See Article XXIII for more on floodplain regulations.
3. The Owner must be current with mortgage (the payments due and payable to the mortgage lender may not be more than thirty (30) calendar days past due) in order to receive assistance under the *Housing Minor Rehab Program*.

B. Income

The low-income limits are established by HUD for Alexandria, Louisiana within Rapides Parish jurisdiction. The applicant’s household gross annual income must be within current HOME Income limits for low-income (80% of median) to be eligible for housing assistance. *These limits are subject to periodic changes by HUD to reflect cost of living changes in median income, etc. As HOME Income limit changes occur, the Housing Minor Rehab Program income limits will automatically be revised to coincide with the new Rapides Parish (Louisiana) HOME low (80%) income limits, which are usually effective annually in the spring.* The formula uses the number of family members in the house with the total amount of income from all defined parties. The current limits, as of June 2021, are as follows:

# of people per household:	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
80 % Median Income:	\$33,900	\$38,750	\$43,600	\$48,400	\$52,300	\$56,150	\$60,050	\$63,900

Annual income is defined as “all amounts, monetary or not, which go to, or on behalf of, the ...{household} head or spouse (even if temporarily absent) or to any other... {household} member... anticipated to be received... during the 12-month period following” the determination of income. Gross annual income includes but is not limited to child support, social security, pensions, income from annuities, interest income, etc. All income verification documents must be dated within six (6) months application.

Household income will be determined in accordance with the requirements of 24 CFR 92.203 which requires the City to must “calculate the annual income of the household by projecting the prevailing rate of income of the household at the time the participating jurisdiction determines that the household is income eligible. Annual income shall include income from all persons in the household. Income or asset enhancement derived from the federally-assisted project shall not be considered in calculating annual income.” In calculating household income, the City will use the definition of annual income in 24 CFR 5.609 (except the value of the applicant’s assistance will be excluded from the calculation of household assets), also known as the “Part 5” or sometimes referred to as the “Section 8” definition.

The calculation used to determine gross annual household income shall be consistent with HUD regulations and HUD’s definition of income including the sources of income that are to be included or excluded from

the calculation. Income of all household residents age 18 or over, unless they are a full-time student, income determinations will be based on not less than two months of source documentation (e.g. pay stub, bank statements, etc.) and will generally be supplemented with third-party verifications including, but not limited to:

1. *Employment* – a “Verification of Employment” will be completed and signed by the employer for each employed member of the family and returned to CmDv.
2. *Public Assistance* – a “Verification of Income Form” signed by the agency or entity providing the assistance (e.g. social security, SSI, etc.) must be provided by the Owner to CmDv.
3. *Self-Employment and/or Working Income* – applicants will be required to submit the previous year’s Federal Income Tax Return (IRS 1040 or 1040A) as evidence of income, as well as year-to-date profit and loss statements.

C. Location

1. Only a single family dwelling unit located within the Alexandria city limits will be eligible for housing assistance. The location of all residences will be verified by a simple map check.
2. Another location requirement is that the structure is given priority if located within a Low Mod income Census Tract (as defined by the most current American Community Survey (ACS)) and/or Target Neighborhood (based on a survey in 2010 & 2020 Revitalization Area studies). See Article XXV for the City’s 5 Target Neighborhood map. The City of Alexandria has identified 5 Target Neighborhoods that satisfy a concentrated area of “low income” residents. These Low Mod income / Target Neighborhood locations will have priority over locations that are not within those boundaries. HUD requires that 70% of award funding to the City of Alexandria must be spent on “low to moderate income” applicants at up to 80% LMI. To verify if your house is in a target neighborhood or Low Mod Census Tract, call 318-449-5074 for the Rehab Program Manager.
3. Structures eligible to receive more than \$10,000 of assistance must also be located outside the Floodplain, based on the most current FEMA floodplain maps. Any structures located within the 100-year floodplain are automatically disqualified to participate in the program. See Article XXV for more on floodplain regulations. To verify if your home is in a floodplain area, call 318-473-1184 for the City Flood Plain Manager.

D. Age

1. Applicants must provide documentation to include a copy of the applicant’s birth certificate, driver’s licenses or other legal, approved identification with photo id and date of birth.
2. A minimum of 50% of all applications will be awarded to persons 55 years or older. The internal waiting list will be maintained to identify seniors and non-senior applicants.

E. Occupancy

1. The Owner must reside in the housing unit, must be the primary Owner or the heir of a living trust, and must certify that the structure is the primary residence of the applicant. If at any time during the application process CmDv determines the Owner does not reside in the housing unit to receive Rehab repairs, the application will be disqualified.
2. The owner will provide documentation that utility services have been in their name for at least one year prior to application. This will verify that the owner has occupied the dwelling for one year

minimum in order to be eligible. CmDv may opt to verify utility status independently with the City's Utility Customer Service Department.

3. Eligible occupancy applicants who are veterans may be considered as a priority. Veteran includes any person having served in the armed forces, active or inactive.
4. Eligible occupancy applicants with physical disabilities may be considered as a priority. Disabled is defined as a person who has a disability to have a physical, mental or emotional impairment that is expected to be of long continued and indefinite duration. This disability must substantially impede his/her ability to live independently, and be of such a nature that such ability could be improved by more suitable housing conditions. A disabled person is also defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 USC 6001(5)).
5. Improvements to the dwelling to remove architectural barriers that restrict mobility and accessibility may be authorized for owner-occupied households that include elderly or physically disabled persons and veterans. The repairs will fall under the carpentry category. The necessity for such improvements shall be supported by appropriate written notification from the applicant's physician when no visible evidence of disability is present, referring social service agency, or a similar outside authority familiar with the applicant's living situation. Receipt of Social Security Disability or Supplemental Security income can also be used as verification of disability. Architectural Barrier Removal does not include portable items such as wheelchairs, walking aids, vehicle lifts or other portable personal assistance items.

F. Feasibility

The structural condition of the dwelling unit and the total estimated cost of repairs, as prepared by the CmDv staff, will be analyzed to determine feasibility. A structure will be determined ineligible to participate in the program if one or more of the following conditions exist:

1. The lowest responsive proposal received to correct all items in the work description exceeds the program limit as noted in Article II.
2. The residence has extensive damage due to termite infestation including infested studs, plates, rafters, and ceiling joists or evidence of mold damage.
3. The residence has significant structural defects such as foundation or roofing issues. Examples would be unlevel piers, rotten floor joists, sagging roof, rafters or ceiling joints, inadequate lower or upper plates allowing settlement to sag to ceiling joists, entry doorways and windows.
4. The owner's personal property and possessions are maintained in a manner that impedes reasonable access for the City's Inspectors and/or potential Contractors completing work. This may include hoarding, unsanitary conditions related to excessive numbers of pets/animals, etc. Applicants with such conditions will be given notice by the City and fifteen (15) calendar days to correct any such situations after which failure to maintain sanitary and reasonable access will be grounds for rejection.
5. No duplexes or other multi-unit properties or apartment buildings; no mobile homes, trailer houses or manufactured housing built to HUD standards will be eligible.
 - a. Single family dwelling units and/or pre-fabricated modular houses, constructed to the International Residential Code standards, will be eligible to participate in the program.

6. The residence does not meet federal lead hazard reduction requirements under 24 CFR Part 35 based on the CmDv staff evaluation of the site, specifications, estimated costs and interviews with the occupants. This applies only to dwelling units where disturbing of painting is being considered.
7. An economic feasibility review will also be an eligibility factor. This is determined as the total amount spent on each house shall not exceed 50% of the after-rehabilitation value of the house. After rehabilitation value will be determined by adding 25% of the rehabilitation grant amount to the Parish Tax Assessor's market value. (Tax Assessor's Market Value +.25 of Rehab Grant = After Rehab Value). This concept is intended to ensure that the current condition of the structure is worth adding the investment of repair costs to a house to extend its useful life.

Article V – Owner Notification of Eligibility & Re-application

A determination of eligibility will be completed in two phases and all applicants will be notified, in writing, of the status of their application after both phases are completed.

1. The Owner will be determined eligible based on Article IV, items A-E. The CmDv staff will review the documentation submitted. Initial eligibility does not indicate final approval of the application. Eligibility of the Owner at this stage is determined based on all information provided at the *time of application*.
2. The structure will then be determined eligible according to criteria set forth in Article IV, item F. CmDv staff will inspect the structure to determine if the dwelling unit is determined eligible. Eligibility of the structure at this stage is determined based on all information provided at the *time of inspection*.
 - a. If the Owner and structure qualify and the funding is available, CmDv staff will notify the Owner, in writing, that the Owner is fully eligible. There are a series of steps that take place over the next three (3) to six (6) months so the Owner shall be patient as CmDv works through the process. Should the Owner have questions, they can call the Rehab Program Manager for updates.
3. If the Owner and structure qualify, however, the cost of repairs exceed the maximum benefit allowed, CmDv staff will notify the Owner, in writing. The Owner will not have the option to pay the balance of the maximum benefit available versus the cost to make the repairs.
4. If the Owner and structure qualify, however, the funding is not available, CmDv staff will notify the Owner, in writing. The Owner will then be placed on a waiting list for the remainder of that program year. After that time, if no funding becomes available, the applicant may elect to re-apply for subsequent year funding.
 - a. For example: if the program allocation for that year is \$100,000. The first twenty five (25) applicants have defined scopes of work that are bid out for pricing. The total for all twenty five (25) jobs is \$120,000. CmDv will make awards to only the number of jobs that it can fully pay the cost of repairs. Therefore, if you are applicant #24 or 25, there may not be enough money for you to receive assistance.

Applicants have fifteen (15) calendar days from the receipt of the Ineligibility Notice to contest the findings. Applicants who wish to contest the findings must do so in writing according to Article XX – Grievance Procedures.

Article VI – Eligible Repairs per Structure

Repairs are required to be performed to maintain the structure within the conditions defined in the current International Property Maintenance Code (IPMC). These repairs may include the following:

1. Replacement of roof;
2. Repairs to electrical required to meet code standards;
3. Repairs to plumbing required to meet code standards;
4. Repairs to gas system required to meet code standards;
5. Repairs to porches;
6. Window replacement or repair;
7. Door (exterior and interior) replacement or repair;
8. Installation of weather-stripping and thresholds on exterior doors;
9. Installation of combination smoke detector /carbon monoxide detector;
10. Exterior painting or installation of vinyl siding;
11. Installation of handicapped ramp;
12. Handicap accessibility for disabled Owners;
13. Installation/Replacement of central heating and air unit;
14. Installation of blown attic insulation;
15. Installation of attic access panel in ceiling;
16. Caulking of exterior windows, exterior doors, baseboards, and ceiling registers;
17. Any condition that is determined to meet the definition of “repair” defined in the International Property Maintenance Code and approved by the CmDv Administrator.

Prohibited Luxury Items will not be considered under any circumstance:

1. Hot tubs, whirlpool baths, steam showers
2. Patios or decks
3. Room additions
4. Installation of fireplaces or televisions
5. Window treatments
6. Carports or garages
7. Items above standard grade or in excess of approved specifications
8. Any condition that is determined to meet the definition of “luxury” as interpreted by the CmDv Administrator.

Due to the limited funding per structure in this program, CmDv will attempt to repair the most critical scope of work first, within the maximum grant amount in Article II. For example: If there is significant damage to the roof and the bid received exceeds the maximum grant amount to repair the roof, then any other work that may be needed, like plumbing, will not be defined since the house will continue to deteriorate until the roof is repaired. The house will be considered ineligible until the roof is fixed. Therefore, work will be prioritized in the following order:

1. Roof repairs;
2. Electrical repairs;
3. Plumbing repairs; then
4. Carpentry repairs.

Article VII – Work Description / Cost Estimate

The CmDv staff will prepare a work description and cost estimate for each structure. All items in the work description must be eligible according to Article VI above and include a cost estimate.

By simple application submittal and Owner notification process, the Owner is authorizing CmDv to advertise for bid proposals on their behalf.

Article VIII – Contractor Eligibility

Contractors must meet ALL of the following criteria in order to become registered through CmDv to submit a proposal on Rehab projects.

A. Contractor Eligibility Registration Requirements:

1. State Contractors License: a current, active Contractors license issued by Louisiana State Licensing Board of Contractors (LSLBC). The license / certification type shall be specific to cover the scope of work being performed. Regardless of the dollar amount of the scope of work, a State registration / certificate / license shall be required. Some examples are:
 - a. Residential and/or Commercial Contractor's license
 - i. (Home Improvement Certification is not acceptable)
 - b. Master Electrician's license (electrical work only)
 - c. Master Plumber's license (plumbing and gas work only)
2. Local Registration: Contractor shall complete an active Contractor's Jurisdiction Registration with City of Alexandria's Construction Development Department and with Community Development Department. These are two (2) separate processes with different criteria for registration. This shall include an executed Contractor Profile and Statement of Qualification.
3. Local Registration Status: Developer must hold a status of "*in good standing*" with CmDv, Construction Development and other Divisions of the City of Alexandria if they have ever worked on City projects in the past.
 - a. In addition, CmDv reserves the right to request information on Contractor's legal history to date. This is intended to verify any litigation that the Contractor has been involved in to provide reasonableness to work through issues and the potential risk of performance if selected to perform work on behalf of CmDv and the City.
4. Insurances: The Developer / Contractor shall provide verification of current insurance policies and maintain insurance in the types and amounts required by RFP document from the time of bid award through the final sale of the property. Some of these insurance limits may exceed the normal requirements of the CmDv Contractor Registration, however, these minimums will be required:
 - a. Workers' Compensation Insurance. The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Louisiana with a minimum limit of \$1,000,000 each accident for any employee.
 - b. Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits

of liability not less than \$1,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per Project Aggregate.

- c. Motor Vehicle Liability. The Contractor shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance, including Louisiana No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicle and all hired vehicles.
- d. Additional Insured. Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be additionally insured: *The City of Alexandria, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers.* It is understood and agreed by naming The City of Alexandria as additional insured, coverage afforded is considered to be primary and any other insurance the City may have in effect shall be considered secondary and/or excess.
- e. Cancellation Notice. All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, ten (10) days for non-payment premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to the City's Community Development Department.
- f. Proof of Insurance Coverage. The Contractor shall provide the City at the time that the contracts are returned for execution to the City, a Certificate of Insurance, as well as the required endorsements shall be provided. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for, additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished.
- g. Expiration of Policies: If any of the above coverage expires during the term on this contract, the Contractor shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

5. Excluded Parties: see Article XXIV for more information.

6. Federal Crimes: see Article XXIV for more information.

7. Non-discrimination: see Article XXIV for more information.

8. AFEAT Compliance: see Article XXIV for more information.

B. Contractor Registration Approval:

After reviewing the Contractor's application, the CmDv staff will notify the Contractor, in writing, of their certification status. Only registered Contractors will be eligible to submit a proposal for the Rehab Program. A Contractor ID number shall be assigned to the Contractor once registration is approved.

Contractors determined ineligible to participate will be notified, in writing, stating the reason(s) for the determination. The Contractor will have ten (10) calendar days from the date of written notice to contest the decision as outline in Article VIII.

Contractors do not decide what work will be performed and are not authorized to make any changes to the scope of work without permission from the City's Inspector.

C. Ineligible Contractors:

Failure to comply with any of the requirements in Article VIII is reason to prevent a Contractor from becoming registered to work in the Housing Minor Rehab Program. Contractors approved to participate in the program may be disqualified at any time for the following reasons, defined as "cause":

1. Lapse of insurance coverage or reduction in coverage amounts.
2. Items in the work description were not completed according to specifications and/or poor workmanship was apparent throughout.
3. The Contractor had outstanding complaint(s) more than thirty (30) calendar days old.
4. The Contractor did not complete all work within the required time frame.
5. Contractor failed to honor the warranty and perform necessary warranty work.

The Contractor will be notified, in writing, that his/her name has been removed from the Contractor registration list until CmDv is provided with the necessary documentation clearing the deficiencies. The Contractor shall be considered "Not in Good Standing". If poor work performance is stated as cause for removal, the Contractor must demonstrate added ability (i.e. a new carpenter, or more qualified workers) prior to reinstatement.

Article IX – Request for Proposal (RFP) Procedure

Solicitation for proposal and award of contracts will be conducted by CmDv, on behalf of the Owner, according to the following procedure:

1. An advertisement will be placed in the local newspaper and on the City's webpage as a Request for Proposal (RFP) requesting Contractors to submit proposals on certain dwelling units with a pre-defined scope of work for each structure.
2. Bids shall be advertised for a minimum of twenty-one (21) calendar days.
3. Bids may also be solicited by emailing a copy of the RFP to all Contractors who are registered to participate in the *Housing Minor Rehab Program*.
4. The Bid Packet may be downloaded from the City's CmDv webpage by all Contractors who are registered to participate in the *Housing Minor Rehab Program*.
5. Additional outreach will be conducted to comply with the City of Alexandria's AFEAT initiatives, including providing a list of minority and women owned businesses to all Contractors certified to participate in the program.

CmDv reserves the right and may elect to advertise bid proposals and award contracts in any of the following methods, for the most economic and efficient way for the spending of funds, pending the approval of each Owner:

1. For a single property within one (1) bid proposal.

2. For multiple properties within one (1) bid proposal.
 - a. For example: if there is a total of thirty five (35) structures advertised for repairs, CmDv may advertise and award those in batches of five (5) properties to one Contractor. The Contractor must still provide a total bid cost for each property; however, the total cost for all five (5) properties would be awarded to the most responsible, responsive low bidder. In this scenario, 7 different Contractors could be awarded the work or any combination of less. It is also possible that one (1) Contractor could be awarded multiple groupings. The incentive here is to entice Contractors and Subcontractors to participate in the *Housing Minor Rehab Program*. If the Contractor thinks they could be awarded five (5) jobs instead of just one (1), they may be more interested in participating in the bid process and provide better pricing.
3. To group scopes of work within one (1) bid proposal based on specific disciplines of work to be performed, such as: only roofing work, only electrical work, only plumbing work, or only carpentry work.
 - a. Following the example above: a batch of five (5) properties may only require plumbing work, therefore, the total cost for all five (5) properties could be awarded to the most responsible, responsive low bidder. The incentive here is that with little funding available per structure, it is difficult to hire a Contractor who can then hire a subcontractor, such as an electrician or plumbing, to do the work and still make a profit. This allows the Owner to hire the subcontractor directly to perform more work for the limited funds.
4. Non-address specific general scope of work proposals may be published for RFP on an annual work order services contract agreement and the Contractor may be selected from that services agreement.

Bids will be opened on the date and time specified in the RFP advertisement. Sealed bids will be opened at CmDv Office and read aloud. If some other extenuating circumstance presents itself, an Addendum will be issued to reschedule the bid opening date. All Addendum's will be posted at the original location on where the bid packet was posted on the City's RFP webpage. It is the Contractors responsibility to review and include Addendums into the bid price. Contractors are responsible for obtaining and signing the work descriptions, bid forms, and to include them with their bid at the time of submittal. This is to acknowledge the scope of work for each property location. All bids should provide a separate cost for each line item listed, however, only the total bid price is required.

The most responsible, responsive low bidder will be recommended for award of contract to the Owner, for each dwelling unit to receive work. All Contractors submitting a bid will be notified of the preliminary bid tabulations submitted, however, actual award will not occur until after the Owner approves the Contractor and/or bid price. Contractors and Owners are welcome to attend the bid opening, however, not required. Any other non-participating inquiries must submit a Public Records Request for the release of information.

Article X – Bid Award Process with Owner

Upon completion of the bid opening process, the CmDv staff will determine the most responsible, responsive Contractor with the lowest bid for each dwelling unit(s). The total bid price for all items listed for repair must be within the maximum grant limitation, as described in Article II, in order to be considered. If the project scope cannot be reduced to fit within the program limits, the project will be deemed ineligible.

The CmDv staff will meet in the CmDv office at a scheduled time with the Owner. This scheduled time will act as the Preconstruction Conference for the Owner. The CmDv staff will review and explain the bids received, the scope

of work to be performed, the contracts for signature and the process for construction. Once the Owner accepts the work description, no changes will be allowed in the prioritization of items. Should the Owner insist that a different scope of work be prioritized and/or a Contractor other than the low bidder, CmDv staff shall have the right to consider the application ineligible. This is to ensure that valid needs are being addressed rather than applicant desires. In cases of extreme hardship, the CmDv staff will sign the contract documents at the Owner's residence.

CmDv will pay only the amount of the lowest responsive, responsible bidder on behalf of the Owner. The Owner will review proposals and if agreed, will accept the lowest responsive bid and will enter into a contract with the Contractor. The Owner must approve / authorize the award of the Contractor.

Article XI – Contractor Award

The CmDv staff will review all bids submitted in accordance to the following guidelines:

1. A Contractor submitting a bid for the first time must satisfactorily complete the first unit prior to the award of additional contracts.
2. Contractors with outstanding complaints over thirty (30) calendar days old will not be awarded a new contract until all complaints are corrected.
3. If only one bid is received on a dwelling unit, CmDv reserves the right to advertise the project again in effort to solicit more bids. However, CmDv may elect to present the bid amount to the Owner and award, if within the maximum grant limitation noted in Article II.
4. No contracts will be awarded to a Contractor without evidence of the required insurance coverage or other criteria listed in Article VIII.
5. The work performance of a Contractor will be evaluated prior to awarding of additional contracts. A Contractor with a poor performance record will be disqualified. If the Contractor is disqualified, the dwelling unit(s) may be awarded to the next most responsible, responsive Contractor with the next lowest bid, if it is still within the maximum funding limit. If it is not, the project may be delay until re-application the subsequent year.
6. If a Contractor is awarded multiple contracts, all awards must be completed within the specified time frame per the RFP and the Rehab Permit issued.

After the Owner selects the Contractor for bid award, a "Contract Signing Notice" form will be emailed/mailed to the Contractor indicating the date and time they must appear for the contract signing at the CmDv office. This shall serve as official bid award notice.

Article XII – Owner Contract Documents

All contracts will be signed in the CmDv Office. In cases of extreme hardship, the CmDv staff will sign the contract documents at the Owner's residence. The Owner will execute the following documents:

1. The Owner and the City will execute the *Housing Minor Rehab Program Owner / City Grant Agreement*. The Owner and City contract will not be considered valid until the contracts are fully executed, with the Owner and the Mayor's signature, both legally notarized.

2. The Owner will execute the Home Improvement Contract for *Housing Minor Rehab Program*. Once that step is complete, then CmDv will meet with the Contractor for them to execute their portion of the Home Improvement Contract in order to deem it valid and enforceable.
3. A copy of the fully executed documents will be sent to the Owner for their files.

In order to promote the *Housing Minor Rehab Program* to City officials and other potential participants, including both eligible Homeowners and Contractors who may wish to participate, in the Grant Agreement, the Homeowner may choose to provide consent or not consent to either or both of the promotion requests for permission to:

1. Display a yard/construction sign at the Property, from the date of this Grant Agreement signing, during construction, and for up to thirty (30) calendar days following completion of the rehabilitation identifying the project as having been funded in part by the City and its Community Development Programs.
2. Publish project photos, including before and after pictures and/or pictures of the Owner and/or members of the Owner's household, in advertisements, public service announcements, or other similar means of promoting including but limited to publication in paid newspaper and/or television advertisements, program flyers or promotional materials, and/or on the City's website.

Also in the Grant Agreement, the Owner further acknowledges that the City will incur project delivery costs, above and beyond the Contractor's bid proposal, necessary to facilitate and execute the project. These project soft costs can include City staff time, hazard test reports, postage, advertisement fees, filing fees, etc and shall be reimbursable expenses to the City through the federal funding source. The Owner shall be provided a summary of the proposed Project Budget, to sign for acknowledgement. Only in the event that the Project Budget exceeds the proposed amount, shall the Owner be required to sign a detailed Budget Revision acknowledgement after the project is complete. The soft costs incurred to facilitate the project shall not affect the status of the amount of investment being provided as a grant to the Owner.

Article XIII – Contractor Contract Documents and Rehab Permit / Notice to Proceed

The CmDv staff will meet in the CmDv office at a scheduled time with the awarded Contractor. This scheduled time will act as the *Preconstruction Conference* for the Contractor. The CmDv staff will review the bid received, the scope of work to be performed, the contracts for signature and the process for construction. CmDv shall remind the Contractor that no changes will be allowed in the prioritization of items. Should the Contractor insist that a different scope of work be prioritized, CmDv staff shall have the right to consider the bid award ineligible. This is to ensure that valid needs are being addressed rather than applicant desires. In cases of extreme hardship, the CmDv staff will sign the contract documents at the Contractor's office. The Contractor will execute the following documents:

1. The Contractor will execute the Home Improvement Contract for *Housing Minor Rehab Program* that was previously signed by the Owner. The Owner and Contractor contract will not be considered valid until the contract is fully executed, with the Owner and the Contractor's signature, both legally notarized. A copy of the fully executed document will be sent to the Contractor for their files.

The bid award and signing of the Home Improvement Contract shall replace the need for the Contractor to complete a *CDA Rehab Permit application*. The Contractor will pay the *Rehab Permit fee* at the time of Contract signing or no later than five (5) working days of his/her execution of the Home Improvement Contract. The issuance of the Rehab Permit shall act as the Notice to Proceed.

If applicable, multiple Rehab Permits may be issued to a Contractor at any given time. If the Contractor chooses, Rehab Permits may be issued one at a time, as each unit is completed, however, no more than thirty (30) calendar

days will be allowed to lapse between the issuance of any subsequent Rehab Permits. The Contractor is also reminded that all construction work must be completed within thirty (30) calendar days from the issuance of the Rehab Permit, regardless of how many were issued at one time.

No rain days or holidays will be allowed to extend the contract completion date, unless there are noted disasters or other Acts of God (i.e. hurricane, flooding, tornado, etc.) that have caused detriment to the City of Alexandria or part of the City. Should the Contractor need an extension, a written request must be submitted to the CmDv Administrator to explain why and how much additional time is need. All extension requests will be considered on a case by case basis. In no instance will more than two (2) thirty (30) calendar day extensions will be granted. Generally, no extensions will be granted after December 31st of any calendar year, in order for CmDv to meet HUD Timeliness Tests so the Contractor must plan accordingly. Any extensions will have to be approved by the CmDv Administrator.

Article XIV – Housing Repairs / Construction

The Contractor will ensure, through sufficient supervision that tradesmen are skilled and licensed in their profession and that quality workmanship is apparent. The Contractor is required to guarantee all materials and workmanship performed (except damages due to abuse, misuse or Acts of God) for a period of one (1) calendar year from the date of issuance for the Certificate of Completion with Occupancy.

All new work shall be installed to satisfy code compliance of the current International Residential Code. The Contractor will be required to provide all warranties, certificates, guarantees, etc. of materials and workmanship associated with the repairs to the Owner, which the Owner and Contractor will acknowledge by execution of the “Owner and Contractor Acceptance, Warranty and Release of Rehab Repair Work” form.

No swaps or change orders will be allowed unless approved by the CmDv staff. The Contractor is advised that no construction will begin prior to the receipt of signed contracts from the Owner and the issuance of the Rehab Permit.

In no instance should any outside agreement exist between the Owner, Contractor or any Subcontractor or other agency during the construction period regarding repair/rehab of the house. Failure to comply with this provision will result in the termination of the contract and require immediate payback of the funds expended by the City of Alexandria. Should the Contractor performing other repairs/modifications be the same as selected on behalf of the Owner for the *Housing Minor Rehab Program*, then all funding due that Contractor shall be forfeited.

The Owner shall not request the Contractor to perform other work on the premises while the Contractor is under contract with the *Housing Minor Rehab Program*. The Owner must give the Contractor access to their structure within reasonable working hours so that the scope of work can be completed timely.

Article XV – Change Orders

Generally, no change orders are allowed. Only in circumstances where work items could not be determined until the course of work had begun (see example #1) or if there is work that was not previously defined in the original scope of work but necessary for operation (see example #2), may be considered. This would apply to things considered as a “latent defect.”

Example #1: Initial scope of work required replacement of a tub with a new tub/shower unit and there is no visible evidence of flooring support issues. After tub is removed, it is determined that supporting wood floor area is rotten due to a tub leak and must be replaced prior to new tub installation.

Example #2: initial scope identified stopped up drain pipe under a sink. After work begins, it is determined that the issue is with a broken sewer drain line that needs to be repaired to enable proper functioning of the line.

There are also bid specifications that may identify: "No change orders will be allowed" in the actual scope of work description. In that particular instance, the Contractor must assume all factors, even those unforeseen, in their bid price. Bid specifications noted this way will not be allowed to submit related change orders, regardless of the circumstance (see example #3). Oversight shall not relieve the Contractor of the responsibility of complete compliance with the requirements of the City's adopted codes and ordinance within the bid price accepted.

Example #3: Remove existing roof assembly and replace with new 3 tab shingle roof...Contractor shall be responsible to walk the roof to try to locate soft decking spots that will need to be replaced and tour the inside of the house and attic to determine deteriorated decking and/or water damage spots...No change orders for unforeseen layers or inadequate decking will be allowed.

Any change order requests must be in writing and contain a sufficient explanation documenting the necessity for issuing the change order and the amount requested for the same. CmDv shall review change orders for:

- a. Work that is beyond the initial scope of work defined and published for bid, due to "latent defect" or unforeseen circumstances.
- b. The dollar amount of the change order must be reasonable and substantiated by the Contractor with an itemization of all work hours, equipment, materials and associated expenses.
- c. The dollar amount may also be accepted, negotiated, or rejected by the owner with the concurrent consent of the CmDv Administrator. In the event that a Change Order is rejected, the Home Improvement Contract may be terminated and the entire scope of work modified and re-advertised for public bid.

The change order must be signed by the City Inspector, Contractor and Owner, then submitted for approval by the CmDv Administrator and prior to performing the work. The Contractor shall carefully study and compare work description with pictures and shall at once report to the City Inspector any error, inconsistency, or omission he may discover. Any change order work performed without written approval first will not be paid and will be at the expense of the Contractor.

Notwithstanding the plans and/or specifications contained within the *Housing Rehab Services Repair Bid Packet*, or any conflicts or discrepancies therein, no change orders will be allowed for additional, unanticipated, or unplanned work required to meet applicable building (including but not limited to electrical, mechanical, or plumbing codes). Contractor warrants it is fully responsible for complying with such codes and that any such discrepancies or conflicts with applicable codes has be previously identified to the Homeowner and City and resolved prior to the execution of this Contract.

Article XVI – Inspections

All inspections will be the responsibility of the Contractor to call the CmDv staff to schedule the inspections 24 hours in advance of work being completed. A list of required inspections will be provided on the second page of the Rehab Permit that will be issued to the Contractor. For the final inspection, when all work is satisfactorily completed, the Contractor shall be responsible to make the necessary arrangements to ensure that the property owner and the CmDv Inspector can be present with the Contractor at the time of the final inspection.

Progress inspections will be made during the construction to assure that all items are being addressed and completed according to work description and general specifications and in compliance with all local, state and federal codes and local ordinances. Random inspections may also be at the discretion of the CmDv Inspector. Any discrepancies will be brought to the attention of the Contractor for explanation and/or correction.

Article XVII – Contractor Payment

All payments shall be made through funds held by the City and shall only be released upon City and the Owner's approval of work and determination that the Contractor has met all applicable federal requirements applicable.

Contractor will be paid 100% of the contract amount in the form of a one (1) time payment after all required documentation is submitted. A final invoice for payment will be accepted only after all of the following documentation has been received:

1. Passed Final Inspection;
2. Issuance of a Certificate of Completion with Occupancy
3. Owner & Contractor Acceptance and Warranty & Release of Rehab Repair Work form signed;
4. Contractor Release of Lien Affidavit signed; and
5. Contractor's final invoice with Owners signed approval.

On behalf of the Owner, the City shall generate a check made payable to the Contractor and will be issued within thirty (30) working days from the receipt of all requisite documentation listed here.

Should the Owner fail to approve the final inspection and refuse to sign, payment may be withheld from the Contractor. However, should the Owner fail to file a written complaint with the required ten (10) calendar days, specifying the work in question with an explanation why it was not approved, the City may not unreasonably withhold payment for work performed by Contractors where the work was performed appropriately and according to industry standards with the approval of the CmDv Administrator and City Building Official.

In the event there is a Dispute Resolution request, see Article IXX below, a partial payment may be made to the Contractor for work completed to date. Regardless of the amount of partial payment requested by the Contractor, an estimated amount prepared by CmDv to complete the repairs for material and labor will be withheld, with an additional 25% retainage. Once the Dispute Resolution is resolved and the "Receipt and Release Settlement Agreement" is signed by both parties, the remaining withheld balance will be paid in full.

Article XVIII – Warranty Claim Procedure

The Contractor is responsible for all work performed for one (1) calendar year following the date of the Certificate of Completion with Occupancy. The Owner is responsible for notifying the Contractor regarding any warranty claim during the warranty period. Upon receipt of the claim the Contractor will have fifteen (15) calendar days to assess the claim and determine if it is covered under the warranty. If the claim is covered, the Contractor shall have a maximum of thirty (30) calendar days after the assessment to complete the repairs necessary.

The Owner may elect to notify CmDv of the warranty repair request made to the Contractor, however, CmDv is not responsible to coordinate or assume responsibility for the work performed or to be performed.

If the Contractor fails to respond to the Owner's claim or if there is a dispute between the Owner and the Contractor as to whether the claim is covered under warranty, either party may file a grievance under the procedures set forth in Article IXX and/or Article XX.

If the Contractor does not complete the necessary corrections within a maximum of forty-five (45) calendar days from the date the complaint was received, the Homeowner shall notify the CmDv Administrator in writing and provide evidence of notification to the Contractor of the claim for warranty work. The CmDv will notify the Contractor of the Homeowner's claim by certified mail and advise the Contractor that all corrections must be completed within ten (10) working days from the receipt of the letter. The letter will also state that if corrections are not completed within the specified time, the Contractor will be debarred from further participation in the CmDv Rehab Program for a period of two (2) years. The Owner may bring legal action against the Contractor to honor the warranty.

Article IXX – Dispute Resolution Request between Owner and Contractor

The Owner, Contractor and City shall agree that should any dispute arise concerning the work performed under the Home Improvement Contract, payment, or warranty, the parties agree to submit the dispute in writing within ten (10) calendar days to the CmDv Administrator. A dispute resolution, in which the determination will be final and without recourse, will be provided in writing within thirty (30) working days of receipt of the dispute notice.

Complaints related to "quality of work" are subjective. The CmDv Administrators decision shall be considered final, as related to acceptance of "quality of work" issues. General points to consider shall be:

1. Has the work performed extended the useful life of the structure and/or removed a previous hazard?
2. Has the work performed satisfied code compliance?
3. Is the work aesthetically an improvement to the previous existing condition of the area of work performed? (For example: the existing ceiling had multiple visible water stains and was causing mold. The damaged sheetrock was removed in those areas, patched, floated, textured and painted. However, with closer observation, you can tell where the joints in the sheetrock are located, even though standard installation instructions were followed. It may be decided by the CmDv Administrator that the completed work is an improvement to the previous circumstance and therefore, consider the complaint resolved.)

"Quality of work" subjective nature does not, however, provide the Contractor with authority to hire workers that are not skilled in the specific trade of work to be performed nor does it allow worker to not achieve the best quality of work product possible. Continued blatant abuse of "quality of work" issues by a Contractor may result in debarment.

As a general rule, if the complaint is easily identified visibly and there is a simple resolution, the Contractor shall be obligated to remedy the complaint immediately. If it is deemed that the Contractor does not have skilled persons available to correct the work and/or if a current Subcontractor has a conflict with the Owner, both parties may be required to provide bids from other local, reputable sources (such as a paint store for a list of painters, flooring store for a list of installers, the yellow pages and/or published media links) skilled in a specific trade, to select a new subcontractor to perform the work under the existing Contractors contract. Any amount due will be held out of the original bid price by the Contractor. An "Owner / Contractor Warranty Complaint Release" may be required to be signed by both parties once work is complete. Time to collect bids and/or complete work shall be defined in the written Dispute Resolution letter, however, both parties are encouraged to resolve these issues prior to filing the Dispute Resolution request.

In the event that the Owner continues to complain of "quality of work" that is deemed acceptable by the CmDv Administrator, the complaint shall be considered resolved and may not be allowed to withhold final payment to the Contractor.

Article XX – Grievances Procedure

All grievances must be made in writing and submitted to City of Alexandria Community Development Department, Attn: Rehab Program Manager, 625 Murray Street, Suite 7, Alexandria, LA 71301 or by emailing cda@cityofalex.com. Grievances must contain at a minimum, the name and address of the complainant, date of the complaint, and the nature of the grievance. A letter or email will be sent to the opposing party concerning the grievance for disclosure notification.

The following action will be taken by the CmDv staff in an attempt to resolve the grievance:

1. If an Owner or Contractor does not agree with the CmDv determination of eligibility or feasibility of repairs, the applicant/participant must make written notice as provided herein above and must submit documentation that will clearly support their reasons for disagreement. The CmDv staff will perform a second review of all documentation and a final decision will be rendered by the CmDv Administrator and will be considered the City's final decision. The applicant/participant will be notified of the decision in writing within fifteen (15) working days of the filing of the grievance.
2. If a Contractor disagrees with the CmDv staff's determination of eligibility, the Contractor must make written notice as provide herein and must submit documentation that clearly supports their reasons for disagreement. There are several reasons a Contractor can be considered ineligible to participate as a contractor with the *Housing Minor Rehab Program* per Article VIII. The CmDv staff will perform a second review of all documentation submitted to determine eligibility and will provide the results of their second review, along with all related documentation to the CmDv Administrator for a final determination. The CmDv Administrator will notify the applicant of the results of this review within thirty (30) working days from the date of the written grievance notice. The decision of the CmDv Administrator will be considered the City's final determination.
3. The CmDv staff will arbitrate any disputes arising between the Owner and Contractor concerning work performance, payment or warranty. The complaining party must submit the complaint in writing to the Rehab Program Manager at the address provided herein above. The CmDv staff will investigate and review the complaint and a final decision will be rendered by the CmDv Administrator. The decision of CmDv Administrator is agreed by both parties to be final. Both parties will be notified in writing concerning the final decision within thirty (30) working days from the written complaint.

Article XXI – Variances from Policy

Variances from these policies and procedures shall only be granted by CmDv, under extraordinary and extenuating circumstances and by recommendation of the City Housing Inspector and approval of the CmDv Administrator. CmDv will consider a variance to the existing policies that document specific hardship on the part of the Owner and/or Contractor or other parties involved in the project, and that granting a variance will further the goals, purposes and effectiveness of the *Housing Minor Rehab Program* and will conform to all applicable HUD guidelines.

The City of Alexandria, at its discretion, may refer a case involving fraud and/or program abuse to HUD or any governing agency responsible for ensuring public trust for review and possible criminal prosecution.

All decisions made by the City of Alexandria Community Development Department regarding this program are confirmed by:

Administrator of Community Development
Physical address: 625 Murray Street, Third Floor Room 310, Alexandria, LA 71301
Mailing address: 625 Murray Street, Suite 7, Alexandria, LA 71301
Email address: cda@cityofalex.com
Phone: (318) 449-5070

Article XXII – Lead Safe Housing Rule

HUD established the Lead Safe Housing Rule in 1999 and amended it in 2004, to protect young children from lead-based paint hazards in housing that receives assistance from the Federal government. This regulation is part of 24 CFR Part 35, which includes Title X of the Housing and Community Development Act of 1992. 24 CFR Part 35, Subpart J established federal thresholds of financial investment based on the type of program. For the purpose of this document for “rehabilitation assistance”, the thresholds are:

1. Pre-1978 housing units receiving less than or equal to \$5,000 per unit;
2. Pre-1978 housing units receiving more than \$5,000 and up to \$25,000 per unit;
3. Pre-1978 housing units receiving more than \$25,000 per unit.

Each threshold of federal assistance has different levels of requirements to address lead-based paint. 35.1350(d) that states that “if paint is being disturbed, the regulation for lead-based paint hazard evaluation and reduction are required based on the level of assistance, not on the amount of paint being disturbed”. This means that a lead based paint test inspection is required to determine the presence of lead-based paint, then a risk assessment is required to identify lead-based paint hazards which the law requires to be abated. It shall be noted that:

1. Roof replacement is exempt from lead testing. However, replacement of fascia and soffit is not, therefore those items will not receive work under the contract, if the intended repair is roof replacement only.

The exemption to the Lead Safe Housing Rule is that repairs that do not disturb painted surfaces of more than the specified de minimis level are exempt from having to perform lead-based paint testing, clearance and notice of hazard reduction and is not required per (35.930(b)(3), 35.1340(g) and 35.125(b)(3).

For the Housing Minor Rehab Program, the Contractor shall assume that all areas of work have lead-based paint and shall assume best practices and/or other protections as defined, which may include work containment areas and lead clearance testing. The Contractor shall allocate for such measures in the bid price submitted.

In addition, educational literature to the Homeowner shall be provided by the CmDv Program Manager during the time of contract signing, which will explain all precautions that they must follow in order to not cross contaminate an area of work. The Homeowner must comply to the greatest extent possible.

Article XXIII – Floodplain

The reason for the \$10,000 cap is that if a house is in the floodplain, if any amount over \$10,000 is invested in repairs, the Owner would be required to obtain flood insurance for the life of the structure. Flood insurance can be extremely expensive and place an undue hardship on the affordability of the structure.

There are two (2) exceptions to this maximum cap:

1. For roof repairs / replacement only: If the house is located within the 100-year floodplain, the maximum amount of assistance will be up to the same as FEMA’s National Flood Insurance Program (NFIP’s) maximum

deductible, which is subject to change annually. HUD regulations state that any repair investment over NFIP's maximum deductible must require the property owner to obtain flood insurance for the amount of the total federal investment for the life of the structure, regardless of the transfer of ownership.

- a. For 2021, NFIP's maximum deductible is \$10,000.
2. For roof repairs / replacement only: If the house is not located within the 100-year floodplain, the maximum amount of assistance will be up to \$15,000, as determined annually by CmDv staff. This is because roof repair / replacement is exempt from lead clearance testing requirements.

Article XXIV – Federal, State and Local Regulations Apply

- A. Access. The Developer agrees that he/she will allow access to the City, State of Louisiana, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Developer which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions, including right to inspect records and property.
- B. AFEAT. During the performance of this Contract, Developer will agree by document signature to show a good faith effort to comply with the City's AFEAT (Alexandria Fairness, Equality, Accessibility, and Teamwork) Program. Participation by minority and/or disadvantaged working enterprise firms is encouraged. For more information on AFEAT and, and to explore a local and statewide directory of minority workers, please visit www.diversityinaction.org. Inquiries concerning the City of Alexandria's Diversity in Action Initiative and AFEAT Program should be directed to the City's Legal Division (318-449-5015).
- C. Affirmative Marketing Plan. Methods used to affirmatively market the properties developed under this program include, but are not limited to:
 1. Ad advertisement will be placed in the local newspaper describing the available housing units including a statement regarding equal housing opportunity
 2. The Equal Housing Opportunity logo will be used on all correspondence that provides notice of housing availability and any press release or media advertisement.
 3. Equal Housing Opportunity posters with the logo will be displayed at the location where applications are taken.
 4. At the time the application is taken, all applicants will be provided with an Equal Housing Opportunity brochure.
 5. Written selection policies and procedures will be available to all applicants, with a non-discrimination policy statement included at the beginning of the written document.
 6. Written communication (flyers) with non-discrimination statement will be sent to Alexandria Housing Authority with request that information be distributed to tenants.
 7. Transitional housing providers will be given flyers with a request that they be distributed to persons living in transitional housing shelters.
 8. Key churches and other communities of faith serving the population being sought will be informed in writing of the housing available.
 9. Neighborhood organizations will be provided with flyers describing the available housing unit.
- D. Anti-Kickback Clause. Developer agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Developer, Contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

- E. Applicable Law. This Agreement shall be construed and interpreted in accordance with Louisiana law. In the event of legal action resulting from a dispute hereunder, the Parties agree that the state and federal courts of the State of Louisiana shall have jurisdiction and that the proper forum for such action shall be Rapides Parish, Louisiana.
- F. Assignment. This Agreement is binding on the Developer and Homebuyer, and their respective successors and assigns. The Developer nor the Homebuyer shall not assign or transfer its interest in this Agreement without the written consent of the City.
- G. Code of Conduct / Conflict of Interest. The Developer must disclose any potential conflict of interest, including if any owner, manager, employee or agent of the Developer is an employee, agent, consultant, officer or elected official or appointed official of the City, an immediate family member to any such person or has business ties with any such person. In such a case, CmDv will review the potential conflict to determine if it involves any person who presently or in the past year exercises any functions or responsibilities in connection with CmDv's HOME and/or CDBG programs. If so, the City may seek an exception from HUD under the requirements of 92.356.

The Developer acknowledges that under the HUD Conflict of Interest regulations at 24 CFR 570.611(b) for CDBG and 24 CFR 92.356 for HOME, in general, any person who is an employee of the City of Alexandria is a covered person under the rules and serving that person (or an immediate family member) shall require HUD to issue a waiver in order to be qualified to obtain financial interest of benefit from these activities either for themselves or for those with whom they have immediate family ties. CmDv will be responsible to collect and process the necessary information to apply to HUD for the approval waiver. The HUD waiver process could take as long as one year or more, therefore, a Developer may not receive funding that particular year, however, the waiver would still be valid for re-submittal the subsequent year.

- H. Code of Ethics. It is a violation of the Louisiana Code of Governmental Ethics for a public servant, specifically CmDv staff personnel, to do work with an immediate family member. The Code defines "immediate family" relating to public servant as children, spouses of children, brothers, sisters, spouses of public servants' brothers and sisters, parents, spouse and the parents of public servants' spouse. For more definitions and a review of the Code of Ethics, please visit the Louisiana Ethics Administration Program website at www.ethics.la.gov.
- I. Counterparts. This Agreement shall be executed in two or more counterparts, each of which shall be considered an original, and shall be binding when fully executed by both parties.
- J. Davis Bacon Wages. Developer shall comply with Davis Bacon wages when applicable. Developer agrees that he will comply with the provisions of the Davis-Bacon Act as amended (40 U.S.C. 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5) where applicable. Developer agrees that all laborers and mechanics employed by Contractor or any Subcontractors, on work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

Davis Bacon federal prevailing wage requirements shall apply to all projects with 12 or more units assisted with HOME funds. When Davis Bacon applies to a project, CmDv must be provided with compliance documentation throughout the construction period. Prior to commencing construction, CmDv must approve current wage determinations applicable to the project. The Developer will be required to provide weekly payroll forms to the CmDv and allow access to the site and workers for the purpose of completing worker interviews.

- K. Energy Policy and Conservation Act. Contractor recognizes the mandatory standards and policies relating to energy efficiency with are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- L. Entire Agreement. This Agreement, together with the exhibits hereto and the related Program Policy Guidelines, the RFP and Developer's response submittal, the fully executed Grant Agreement, and any Homeowner application for participation in the program, which are specifically incorporated herein, represent the entire agreement between the parties and supersede all prior representations, negotiations or agreements whether written or oral.
- M. Excluded Parties. Developer hereby certifies that he is not suspended, debarred, or otherwise prohibited from participating in federally-assisted contracts and further certifies that no such parties will be employed as Contractor, Subcontractors and/or vendors on the project. Developer must provide written proof that they are not listed as an EPLS (Excluded Parties List System) on the Federal Government's SAM's (System for Award Management) website at www.sam.gov/portal/sam. Placement on the SAMS federal excluded parties list of the Developer and/or use of an excluded party shall be automatically be rejected from submittal privileges, *CmDv Contractor Registration* and/or award, by Category and/or in its entirety and immediate termination of this Contract. The Developer or General Contractor shall be required to determine that Subcontractors are also not so precluded.

No proposal or loan application will be processed for any borrower or related entity which is not in good standing with the, City of Alexandria, the Louisiana Housing Commission, Louisiana Secretary of State, or any other state housing finance authority, HUD and/or the Federal SAMS ELPS list. A proposal can be denied consideration for funding if the Applicant or its related parties have a history of default or non-performance under any agreement, payment delinquencies, bankruptcy, foreclosure, or activities determined to be unsound or unlawful. CmDv will not fund projects owned, developed, or otherwise sponsored by any individual, corporation, or other entity that is suspended, debarred, or otherwise precluded from receiving federal awards.

- N. Fair Housing. HUD provides funding to state and local government agencies to enforce local fair housing laws that are substantially equivalent to the Fair Housing Act. The State of Louisiana has a fair housing law that meets substantial equivalency requirements of the federal government. The state law contains all the protected classes found in the federal law and meets the enforcement and penalty standards set forth in the federal Fair Housing Act. The City of Alexandria is committed to following compliance and enforcement of the Fair Housing Act, and all Federal, State and local mandated assurances.
- O. Federal Crimes. Developer is acknowledging that they have not been convicted of, nor has he/she entered into a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below.
 1. No individual partner, incorporator, director, manager, officer, organizer or member, who has a minimum of ten (10%) ownership in the Bidding Entity, has been convicted of, or nor has he/she entered into a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or bidding entity from consideration as a Qualified Registered Contractor and/or bidding privileges by CmDv, who is funded by Federal and/or local funds: Public bribery (RS 14:118); Corrupt influencing (RS 14:120); Extortion (RS 14:66); Money laundering (RS 14:230).
 2. A conviction of or plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes shall bar any person or the bidding entity from consideration as a Qualified Registered Contractor and/or bidding privileges by CmDv for a period five (5) years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere: Theft (RS 14:67)Identity Theft (RS 14:67,

16); Theft of a working record (RS 14:67.20); False accounting (RS 14:70); Issuing worthless checks (RS 14:71); Bank fraud (RS 14:71.1); Forgery (RS 14:72); Contractors - misapplication of payments (RS 14:202); Malfeasance in office (RS 14:134).

3. The five (5) year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be re-advertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.
- P. Federally Funded. Work performed under this contract may be Federally Funded, therefore, the Developer, Contractor and Subcontractors under the awarded contract must comply with HUD contract provisions 24 CFR Part 85.36(i), Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations as set forth in the Contract Documents. This municipality is an Equal Opportunity Employer, businesses owned by women or minorities are encouraged to bid.
- Q. Headings and Pronouns. The headings of the paragraphs in this Agreement are for convenience only and do not affect the meanings or interpretation of the contents. Any pronouns used within this Agreement shall be applicable without regard to gender. Additionally, any construction of terms, parties, or pronouns shall be construed in either the singular or plural as may be appropriate regardless of the actual term used herein.
- R. Lead Based Paint Hazards. Contractor agrees to adhere to all EPA and HUD regulations for the use of Lead Safe Work Practices during the course of construction in structures built prior to 1978. Contractor also acknowledges that Lead Clearance testing may also be required by an approved State Licensed Hazard Testing Contractor.
- S. Minority Business Enterprise and Women Business Enterprise (MBE/WBE) Plan. Developers must maintain a MBE/WBE plan that demonstrates marketing and solicitation of MBE/WBE businesses and contractors for the construction of the project.
- T. Non-Discrimination. During the performance of this contract, Developer agrees that he/she will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Article 60). Compliance shall also be required with Title VI of the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans with Disabilities Act of 1990 as amended; the Public Act of 1976 as amended, and all other applicable Federal, State and Local laws and regulations. Specifically, Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, age, sex (including sexual orientation and gender identity), national origin, ancestry, veteran status, political affiliation, familial status or disabilities as defined by law. Any act of discrimination committed by Developer or failure to comply with these obligations when applicable shall be grounds for termination of this contract.

Developer also agrees to comply with these non-discrimination regulations as it relates to the occupancy of the property receiving funding through the Affordable Single-Family Housing Development Program or the Homebuyer Assistance Program (HAP) from the City of Alexandria. Additionally, pursuant to the requirements of 24 CFR 5.105(a)(2), participation in this program is open to all Developers without regard to actual or perceived sexual orientation, gender identity, or marital status.

The Developer, under the PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C., Title 18, Section 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies...or makes any false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement of entry, shall be fined no more than \$10,000 or imprisoned not more than five (5) years, or both."

The following federal non-discrimination and equal opportunity guidelines apply to all projects and affect both development and sales of assisted housing:

1. The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 et seq.;
2. Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107;
3. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1;
4. The Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR Part 146;
5. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C 794) and implementing regulations at part 8 of this title;
6. Title II of the Americans with Disabilities Act, 42 U.S.C 12101 et seq.; 24 CFR part 8; Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135;
7. Executive Order 11246, as amended by Executive Orders 11375, [[Page 41]] 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR Article 60;
8. Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development).
9. Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise). The nondiscrimination provisions of Section 282 of the National Affordable Housing Act of 1982.

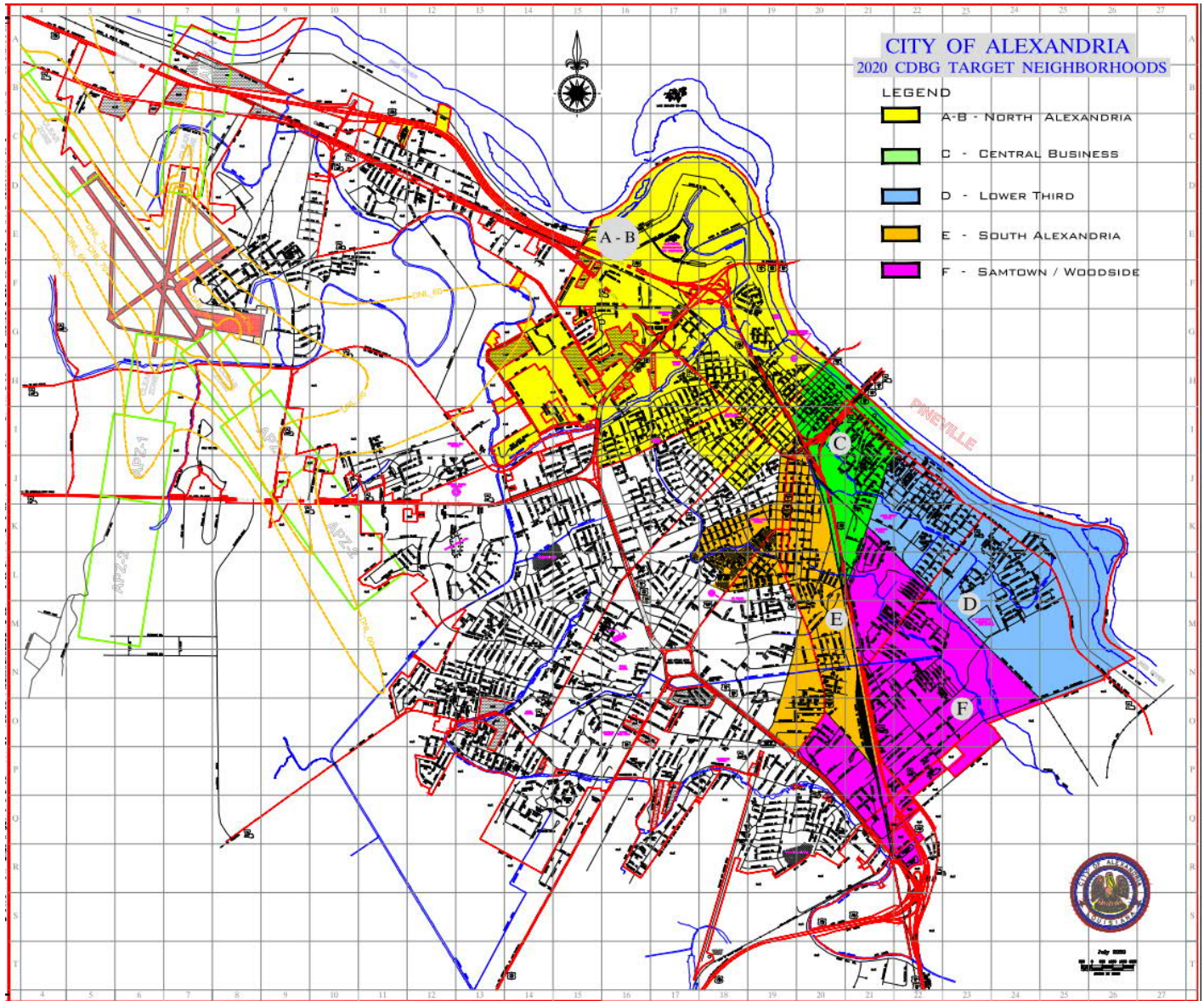
Developer shall agree by document signature to show a good faith effort to comply with the City's Non-Discrimination Statement. The Non-Discrimination Program should be inquired about through the City's Legal Division (318-449-5015). In order to be eligible to participate in work under the direction of City of Alexandria Community Development Department, the Contractor certifies that:

1. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, religion or gender in connection with any bid submitted to the City of Alexandria or the performance of any contract resulting from this project or any other City of Alexandria project;
2. That it is and shall be the policy of Contractor to provide equal opportunity to all working persons seeking to contract or otherwise interested in contracting with Contractor, including those companies owned or controlled by racial minorities, cultural minorities, and women;
3. In connection therewith, we acknowledge and warrant that we have been made aware of and understand and agree to take affirmative action to provide such companies/subcontractors with the maximum opportunities to do working with us;
4. That this promise of non-discrimination as made and set forth herein shall be continuing in nature and

shall remain in effect continuously;

5. That the promises of non-discrimination as made and set forth herein, shall be deemed to be made part of, and incorporated by reference, into any contract or portion thereof which Contractor may hereafter obtain from the City of Alexandria;
 6. That the failure of Contractor to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the City of Alexandria to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to termination of the contract, suspension, debarment from future contracting opportunities, or the withholding or forfeiture of compensation due and owing on a contract.
- U. Non-Waiver by the Owner. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by the Owner of any subsequent breach or default or of any breach or default of any other provision.
- V. Records. Developer shall maintain books of accounts, the Contract, and other such records as shall properly and completely reflect this transaction for a period of three (3) calendar years after issuance of the Certificate of Occupancy / Completion and final payment.
- W. Section 3. Developers must maintain a Section 3 plan that demonstrates a marketing plan to include Section 3 Contractors in the construction of the project.
- X. Severability. If any provision of this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- Y. Uniform Relocation Act (URA). All projects fall under requirements of the URA. Any project in permanent relocation/displacement of households will not be funded by CmDv. Developers must further document that any purchase of property meets the requirements of URA, including provisions of notices to the seller identifying the transaction as a voluntary sale not under the threat of eminent domain. To ensure compliance with URA, Developers should consult CmDv to understand the requirements of URA and reference the URA forms included in the proposal prior to submission related to an occupied property.

Article XXV – 2020 Target Neighborhood Revitalization Map



END.