

# **HOME Major Rehab (Deferred Maintenance Repair) Program Policy Guidelines**



Adopted by Ordinance #101-2017

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Owner's Acknowledgement for Receipt \_\_\_\_\_  
 Signature & Date

## Preface

The City of Alexandria's *HOME Major Rehab Program* will be a function of the Community Development Department (CmDv) and funded through the HOME 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 HOME programs, must adopt policies and procedures as outlined in this document, to the degree practical, for adequate implementation guidelines that conform to local, state and federal law. This plan was approved for adoption by City Council Resolution #9527-2016 and Ordinance #101-2017. Minor revisions to the plan may be made as clarifications are 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 – Introduction

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 the existing Owner-occupied, single-family residential house 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, lead-free hazards, occupancy and ownership. These criteria and other requirements will be explained in subsequent articles.

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 target neighborhood, call 318-449-5074 for the Rehab Program Manager.

The City is providing this program as a forgivable lien to awarded applicants. This means that the property will have a mortgage placed against it for the amount invested, excluding project delivery soft costs. This lien will be a zero percent interest, pro-rated, forgivable mortgage over a ten (10) year period. In addition, in consideration for receipt of funds for Rehab repairs to owner-occupied dwelling units, both the applicant and the subject property location shall be ineligible to apply for any other HUD program funding for a term of ten (10) years.

Example #1: If the Owner lives in the house the entire ten (10) calendar year period without selling it, the lien is forgiven and no repayment is required. If, however, the property is sold during the ten (10) calendar year period, the seller will be responsible for repaying the balance of the loan. If the seller /

Owner should move into another house, the Owner cannot re-apply for assistance for the remainder of the ten (10) year term.

Example #2: If the City invests \$30,000 in the home, a lien will be filed at the Court House for ten (10) calendar years. If the Owner sells the property in five (5) calendar years, they will be responsible to repay \$15,000 of the repair investment to the City. If the seller / Owner should move into another house, the Owner cannot re-apply for assistance for the remaining five (5) years of the original term.

If at the time of sale the “net proceeds” of the assisted-Owner’s sale are inadequate to repay the HOME loan in full, the City will accept the net proceeds as full and final payoff the lien. Net proceeds will be defined as the sales price minus outstanding senior debt minus reasonable and customary seller’s closing costs. The City reserves the right to review the sales price to ensure it reflects the fair market value of the property, particularly if the sale is not at arms-length, prior to accepting the net proceeds as a full satisfaction of the lien.

If the property is sold, conveyed or transferred during the period of the lien, the lien will become due and payable according to the provisions set forth in the mortgage document. At the expiration of the lien, without the occurrence of a sale, conveyance or other transfer of title of the property, the obligation shall be discharged in full.

Please note: 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 HOME assistance in the last ten (10) years, you are ineligible to apply.
2. If the property address that you own and occupy has received HOME assistance in the last ten (10) years, you are ineligible to apply.
3. If you have received HOME assistance more than ten (10) 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.

## Article II – Maximum Loan Limitation

The maximum loan available for *HOME Major Rehab Program* of each eligible residential structure will be \$40,000. The final amount invested will be decided by the CmDv Administrator based on the amount of funds available at the time of application and the amount necessary to correct all eligible repair items. The term of the loan will be ten (10) years. The term of the ineligibility of applying for future rehab assistance will be ten (10) years.

## Article III – Owner Application

Applications for the *HOME Major Rehab Program* will be accepted by CmDv. CmDv staff will interview clients at our office, to obtain the necessary client information to complete the application. 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 HOME 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 the 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, (plus available owner funds, if any), 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 *HOME Major 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](http://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: low mod census tracts / location, feasibility, income, age, lead-free hazards, occupancy and Ownership.

### A. Ownership

An applicant must be the Owner of record and beneficiary of any homestead exemption relief at the Rapides Parish Clerk of Court and Parish Assessor's Office. CmDv will verify ownership electronically through the systems to confirm a certified copy of the deed.

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 will be responsible to make a determination at that time on a case by case basis on how to address the remainder of the project.

Should the property change ownership through inheritance, the heir(s) will be responsible for notifying CmDv of the primary Owners death. If the heir(s) plan to reside at the property and 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.

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 may elect 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, it is considered ineligible for assistance. For other CmDv programs, it may also be required that flood insurance must also be maintained, if the amount of grant investment is greater than \$5,000.
3. The Owner must be current with mortgage (the payments due and payable to the mortgage lender may not be more than 30 days past due) in order to receive assistance under the HOME Major 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 *HOME Major 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 March 2018, are as follows:

<u>Family Size</u>	<u>Income Limit</u>
1	\$31,050
2	\$35,450
3	\$39,900
4	\$44,300
5	\$47,850
6	\$51,400
7	\$54,950
8+	\$58,500

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 HOME-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 home 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

Only a single family dwelling unit located within the City of Alexandria city limits will be eligible for housing assistance. The location of all residences will be verified by a simple map check.

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 by J-Quad). 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. To verify if your CDBG is in a target neighborhood or Low Mod Census Tract, call 318-449-5074 for the Rehab Program Manager.

Structures eligible to receive award benefit 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. To verify if your home is in a floodplain area, call 318-473-1177 for the City Surveyor.

#### D. Age

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.

A minimum of 50% of all applications will be awarded to persons 55 years or older. For the purpose of this document, CmDv defines persons 55 years and older will be considered seniors. Elderly is defined as 62 years of age or older. The internal waiting list will be maintained to identify seniors and non-senior applicants.

#### E. Occupancy



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.

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.

Other criteria that CmDv may elect to consider regarding occupancy at the time of application is:

1. 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.
2. 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)).

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 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 major 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 30 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 homes 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 property tests positive for any lead based paint hazards.
  - a. In order to be eligible, the property and/or areas of work must test negative for lead based paint hazards.
  - b. If a structure is determined ineligible due to presence of lead-based paint, the Owner may elect to abate all lead-based paint hazards under specific conditions: all abatement to be performed by a State Licensed Lead Certified Renovation Contractor and the Owner must provide CmDv with a negative lead test report from a State Licensed Hazard Testing Contractor. Once the abatement is complete and tests negative, the Owner may re-apply for HOME assistance during the next year's application period. Their application will be given a priority review when processing. Even though the Owner may be ineligible for HOME Major Rehab Program, they may be eligible to apply for other programs offered by CmDv.
7. CmDv may also elect to consider the economic feasibility of the rehabilitation activity. This is determined as the total amount spent on each home will not exceed 50% of the after rehabilitation value of the home. After rehabilitation value will be determined by adding 25% of the rehabilitation grant amount to the Tax Assessor's market value. (Tax Assessor's Market Value +.25 of Rehab Grant = After Rehab Value).

## 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 and notify the owner, in writing, of their initial eligibility status. 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 funding is not available, CmDv staff will notify the Owner, in writing, that the Owner will be placed on a waiting list for a maximum of one year. After one year, if no funding is available, the applicant may elect to re-apply for subsequent year funding.
4. If the Owner and structure qualify, however, the funding is not available, CmDv staff will notify the Owner, in writing. The applicant may elect to re-apply for subsequent year if something about their circumstances in Article IV change.

Applicants have fifteen (15) calendar days from the receipt of the notice of eligibility 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. Replacement of exterior doors;
8. Installation of combination smoke detector /carbon monoxide detector;
9. Exterior painting or installation of vinyl siding;
10. Installation of handicapped ramp;
11. Handicap accessibility for disabled Owners;
12. Installation/Replacement of central heating and air unit;
13. Installation of blown attic insulation;
14. Installation of attic access panel in ceiling;
15. Installation of weather-stripping and thresholds on exterior doors;
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.

## 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. The CmDv shall also prepare an estimated market value after rehabilitation. This estimated value shall confirm that the property did not exceed the 85% of the median property value limit for the area as determined by HUD.

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. Current, active Contractor's Jurisdiction Registration with City of Alexandria's Construction Development Department and with Community Development Department. This is two (2) separate processes with different criteria for registration.
2. An executed Contractor Profile and Statement of Qualification.
3. Hold and provide current / active Certificates of Insurance for the following required insurance coverages, which are to remain in force at all times during the contract period. It shall be the Contractor's responsibility to ensure that any subcontractor(s) / Abatement Contractor hired also have the same insurance coverages.
  - a. Commercial General Liability Insurance covering premises-operations, products-completed operations, independent contractors and contractual liability. Minimum combined single limit bodily injury/property damage coverage shall be \$1,000,000. Property Damage liability shall be \$1,000,000 each occurrence.
    - i. Within five (5) business days after notification of bid award tabulations, the Contractor shall have the City shall be added as an "Additional Insured" with regard to General Liability Insurance and shall provide a current Certificate of Insurance as confirmation of the same. The City shall receive ten (10) day notice of cancellation of any required coverage.
  - b. Workers' Compensation Insurance pursuant to Louisiana Law.
  - c. Commercial automotive liability insurance coverage, not less than the minimum State Law requirements, on all vehicles being used on this project in the contract award. The Contractor shall be prohibited from using personal vehicles for the demolition of structures and hauling / removal of debris.
  - d. The cost of any insurance deductibles shall be borne by the Contractor.

- e. An Umbrella Policy or excess may be used to meet minimum requirements.
4. 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 Contractors 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)
  5. 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 business enterprise firms is encouraged. For more information on AFEAT and the City of Alexandria's Diversity in Action Initiative, and to explore a local and statewide directory of minority businesses, please visit [www.diversityinaction.org](http://www.diversityinaction.org). The AFEAT Program should be inquired about through the City's Legal Division (318-449-5015). See Article XXII for more information.
  6. 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). Furthermore, Contractor shall acknowledge that all contracts shall contain provisions requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. See Article XXII for more information.
  7. Hold a status of "*in good standing*" with *CmDv*, if they have ever worked on *CmDv* projects in the past.
  8. Contractor 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](http://www.sam.gov/portal/sam) . Any bidder that is found listed on SAM's as in violation, shall automatically be rejected from bidding privileges, *CmDv Qualified Contractor Registration* and/or bid award, by Category and/or in its entirety.
  9. By *CmDv Qualified Contractor Registration* application submittal, the Contractor 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.
    - i. 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).

- ii. 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 business 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).
- iii. 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.

B. Contractor Registration:

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 and CmDv's Administrator.

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 HOME Major Rehab Program. Contractors approved to participate in the program may be disqualified at any time for the following reasons:

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 certified Contractor 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:

An advertisement will be placed in the local newspaper and on the City's webpage as a Request for Quote (RFQ) requesting Contractors to submit proposals on certain dwelling units with a pre-defined scope of work for each structure. Bids shall be advertised for a minimum of twenty one (21) calendar days. Bids may also be solicited by emailing a copy of the RFQ to all Contractors who are certified to participate in the Rehab Program. The Bid Packet may be downloaded from the City's CmDv webpage by all Contractors who are registered to participate in the HOME Major Rehab Program. 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 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.
3. To group scopes of work within one (1) bid proposal based on specific disciplines of work to be performed, such as: only electrical work, only carpentry work, only roofing work, or only plumbing work. 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 us to hire the subcontractor directly if event 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 RFQ 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. 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 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, 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 loan 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, 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 bids 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.

Should the Owner reject the lowest responsive responsible bidder and select another proposed bid, the Owner shall be responsible for paying the difference in the amount of the lowest bid to any other bid selected. This difference shall be paid in advance to the Contractor, in full, before the start of work. Should the Owner and Contractor agree to other payment terms for the difference amount, those terms shall be handled outside of the contracts to which the City is a party.

## 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) 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 loan 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) will be awarded to the next most responsible, responsive Contractor with the next lowest bid.
6. If a Contractor is award multiple contracts, all awards must be completed within the specified time frame per the RFQ.

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:
  - a. the HOME Major Rehab Program Owner / City Grant Agreement;
  - b. the HOME Forgivable Mortgage (which shall be recorded at the Parish Court House); and
  - c. the HOME Forgivable Promissory Note.
2. The Owner will execute the Home Improvement Contract for HOME Major Rehab Program that will later be signed by the Contractor.

The Owner and City contracts will not be considered valid until the contracts are fully executed, with the Owner and the Mayor's signature, both legally notarized. 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. A copy of the fully executed documents will be sent to the Owner for their files.

In order to promote the *HOME Major 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 City has requested permission to:

- Display a yard/construction sign at the Property, from the date of this Grant Agreement signing, during construction, and for up to 30 days following completion of the rehabilitation identifying the project as having been funded in part by the City and its Community Development Programs.
- 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.

The Homeowner may consent or not consent to either or both of the promotion requests.

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 HOME Grant Program. 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.

All contracts will be signed in the CmDv Office. 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 HOME Major 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 Owner for their files and provided to the Contractor.

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 ninety (90) calendar days from the issuance of the Rehab Permit, regardless of how many were issued at one time.

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.

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 home. 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 HOME Major Rehab Program, then all funding due that Contractor shall be forfeited.

## 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 responsible for completing all work required in the work description according to written specifications within ninety (90) calendar days from the date of Rehab Permit issuance. 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. Any extensions will have to be approved by the CmDv Administrator.

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.

The Owner shall not request the Contractor to perform other work on the premises while the Contractor is under contract with the HOME Major 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

The Contractor and Owner shall be reminded that no swaps or changes are to be made to the work description. 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 function 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 defeat” 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 approved by the CmDv Administrator and signed by the City Inspector, Contractor and Owner 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.

Only in extenuating circumstances, approved by the CmDv Administrator, may a Contractor request one (1) additional draw before the final payment. Any draw will be paid at a maximum of twenty-five percent (25%) of the contract. Such draw shall only be for completed work and materials installed. The Contractor will be responsible for submitting a request for draw, approved by the Owner, to the City for payment. The City will have thirty (30) days to inspect, approve and process the draw payment.

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) working 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) working 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. A “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, PO Box 71, Alexandria, LA 71309 or by emailing [cda@cityofalex.com](mailto: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 decision will be rendered by the CmDv Administrator. The applicant/participant will be notified of the decision in writing within fifteen (15) working days of the filing of the grievance.

If an Owner or Contractor does not agree with the decision of the CmDv Administrator, the applicant will have ten (10) calendar days to appeal the decision to the City of Alexandria Planning Director. The appeal must be in writing and submitted to the Rehab Program Manager as provided herein above. The Planning Director will review the grievance and all documentation and render a determination within ten (10) working days of the receipt of the appeal. The determination of the Planning Director will be considered the City's final decision.

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 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 Director of Planning for a final determination. The Planning Director 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 Planning Director 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 and/or City Planning Director. 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 HOME Major Rehab Program and will conform to all applicable HUD guidelines.

The City of Alexandria, at its discretion, refer a case involving fraud and/or program abuse to HUD for review and possible criminal prosecution to HUD or any governing agency responsible for ensuring public trust. All decisions made by the City of Alexandria Community Development Department regarding this program are subject to review by the Department of Housing and Urban Development (HUD).

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

Administrator of Community Development  
625 Murray Street, Room 310, Alexandria, LA 71301

Phone: (318) 449-5070

The Owner or Contractor may request the City Planning Director to review the decision by contacting:

Director of Planning  
625 Murray St, Second Floor, Alexandria, LA 71301  
Phone: (318) 473-1370

## Article XXII – Miscellaneous Provisions

1. Records. Contractor 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.
2. Access. The Contractor agrees that he will allow access to the City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.
3. Anti-Kickback Clause. Contractor agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each 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.
4. 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).
5. Excluded Parties. Contractor 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 Subcontractors and/or vendors on the project. Placement on the SAMS federal excluded parties list of the Contractor and/or use of an excluded party is grounds for termination of this Contract.
6. Davis Bacon Wages. Contractor will comply with Davis Bacon wages when applicable. 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). He 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.
7. 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.
8. AFEAT. Under the City's AFEAT (Alexandria Fairness, Equality, Accessibility, and Teamwork Program), participation by minority and/or disadvantaged business enterprise firms is encouraged. The AFEAT Program should be inquired about through the City's Legal Division. The goals for qualifying disadvantaged, minority

and female owned business subcontracting for work performed under prime contracts and other such information deemed necessary, at a minimum for prime Contractors include:

Goal for minority owned business participation	15%
Goal for female owned business participation	7%

The Prime Contractor shall take specific action to ensure that a bonafide effort is made to achieve maximum results towards meeting the established goal percentages. The Contractor shall document efforts and shall implement steps at least extensive as the following in a good faith effort to reach or exceed the established goals:

- A. Establish and maintain a current list of minority and female owned businesses in Alexandria, in Rapides Parish and in the State of Louisiana.
- B. Document and maintain a record of all solicitations of offers for subcontracts from minority or female construction contractors and suppliers in Alexandria, in Rapides Parish, and in the State of Louisiana.
- C. Secure listing of minority and female owned businesses from the City of Alexandria Purchasing Department, the Central Louisiana Business League, the Central Louisiana Business Incubator, and the State of Louisiana Department of Minority Affairs.
- D. Participate in associations which assist in promoting minority and female owned businesses such as the Central Louisiana Business League, the Central Louisiana Business Incubator, and the Entrepreneurial League System.
- E. Designate a responsible official to monitor all activity made in the effort to achieve or exceed the established goals; record contacts made, subcontracts entered into with dollar amounts, and other relevant information.

During the performance of this Contract, Contractor will make a good faith effort to comply with the City's AFEAT (Alexandria Fairness, Equality, Accessibility, and Teamwork) Program, by making good faith efforts to engage participation by minority and/or disadvantaged working enterprise firms. Required AFEAT compliance documentation is part of the Contractor's registration process with CmDv.

9. Non-Discrimination. During the performance of this contract, Contractor agrees that he 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 Chapter 60). Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these obligations when applicable shall be grounds for termination of this contract. 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 business 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 has been made aware of and understand and agree to take affirmative action to provide such companies/subcontractors with the

maximum opportunities to do business 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.
10. 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.

END.