

HOME Major Rehab (Deferred Maintenance Repair) Program Policy Guidelines



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City of Alexandria, Louisiana
Community Development Department
318-449-5074
cda@cityofalex.com

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Owner's Acknowledgement for Receipt _____
Signature & Date

Preface

The City of Alexandria's *HOME Major Rehab Program* will be managed by 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 last adopted by City Council by Ordinance #97-2024. Minor revisions to the plan may be made as clarifications are needed and/or to increase the amount of annual award, 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, if available to the City. 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, per 24 CFR 92.251(b), to remove life threatening safety deficiencies, check major systems, accessibility and remedy health hazards, such as lead based paint, within the existing Owner-occupied, single-family residential house. The repairs may also help lower maintenance costs, provide energy efficiency and extend the useful life of the structure. These repairs are necessary to maintain the structure within the conditions defined in the current International Property Maintenance Code (IPMC), which is more stringent than HUD's version of NSPIRE or REAC. The program assumes that when the house was originally built that it was constructed in compliance with the adopted building codes of that time. Any new 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 paint hazards, occupancy and ownership. Homes located in a Flood zone will be deemed ineligible for assistance. See Article IV.D.3 for more information. The criteria and other requirements are explained in subsequent articles.

- To verify if your home is in a floodplain area, call 318-473-6363 for the City Floodplain Manager.
- To verify if your home is in a low to moderate income census tract, call 318-449-5074 for the City Rehab Program Manager.

The City is providing this program as a forgivable lien to eligible, awarded applicants. This means that the property will have a mortgage placed against it for the amount invested, excluding project delivery soft costs as defined in 24 CFR 92.206. This lien will be a zero percent interest, pro-rated, forgivable mortgage over a fifteen (15) year period. 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.

Example #1: If the Owner lives in the house the entire fifteen (15) calendar year period without selling it, the lien is forgiven and no repayment is required. A lien cancellation can be executed and recorded at the Parish Clerk of Court's office. The Owner must request this document from CmDv and pay any recording costs.

Example #2: If an Owner decides to refinance their home during the fifteen (15) calendar year period, and decides to take "cash out" at the closing, the prorated balance of the existing Mortgage to the City must be repaid. Once payment is received, a lien cancellation can be executed and recorded at the Parish Clerk of Court's office. The Owner must request this document from CmDv and pay any recording costs.

Example #3: If the Owner is going to refinance during the fifteen (15) calendar year period, but will not be taking "cash out", the following will apply:

- The City's forgivable lien does not have to be paid off and will remain in effect for the outstanding number of years shown in the original mortgage terms;
- The City's original lien can take a subordinate position to a refinanced first mortgage;
- The refinanced loan must have reasonable closing costs, interest rate, discount points, etc; and
- The new lender must provide the City with a copy of the pay-off notice of the first mortgage and a loan estimate. The City will need to review and approve.

Example #4: If an Owner moves out of the house for any reason and elects to rent their house, whether to a low to moderate income person or not, during the fifteen (15) calendar year period the prorated balance of the existing Mortgage to the City must be repaid. Once payment is received, a lien cancellation can be executed and recorded at the Parish Clerk of Court's office. The Owner must request this document from CmDv and pay any recording costs.

Example #5: If an Owner decides to sell their home during the fifteen (15) calendar year period, the seller will be responsible for repaying the prorated balance of the existing mortgage with the City. The prorated amount will be taken from sales proceeds at the time of sales transaction and paid to the City. Furthermore:

- If the Owner moves into another house, the Owner cannot re-apply for assistance for the remainder of the original fifteen (15) year term.
- The property itself will also be ineligible to re-apply for assistance for the remainder of the original fifteen (15) year term if its new occupant applies.

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 of 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, in the form of recapture provisions as defined in 24 CFR 92.254(a)(5)(ii).

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 fifteen (15) years. CmDv's goal is to provide assistance to as many eligible applicants as possible at least once before qualifying someone who has received assistance before. The following conditions will apply:

1. If "you" have received HOME assistance in the last fifteen (15) years, "you" are ineligible to apply.
2. If the property address that you own and occupy has received HOME assistance in the last fifteen (15) years, the "property" is ineligible to apply.

3. If you have received HOME assistance more than fifteen (15) 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.
 - a. Please note that prior to 2024, the term of the loan was ten (10) years. If that applies to your situation, you may be eligible to re-apply after the ten (10) years expires. During and after 2024, the term of the loan for new applicants will be fifteen (15) years since the amount of investment has increased.

Unlike most HOME funded programs, owner-occupied rehab programs do NOT have an Affordability Period and they are NOT required to be monitored annually for occupancy requirements according to the HUD *Building HOME* training materials. Since the City has such a shortage of safe and affordable housing, the City will not elect to impose these conditions since it is not required by HUD. However, the length of the loan and mortgage for receiving assistance will coincide with HUD's Affordability Period of fifteen (15) years for rehabilitation investment over \$40,000, as defined in 24 CFR 92.254(a)(4).

Article II – Maximum Loan Limitation

The HOME program requires all deficiencies in a house to be evaluated, per 24 CFR 92.251(b), and determine cost effectiveness. The maximum loan available for *HOME Major Rehab Program* of each eligible residential structure will be \$100,000 and will be broken down as:

- Regular rehabilitation work (roofing, electrical, plumbing, mechanical, carpentry) is capped at \$50,000;
- Lead based paint hazards work (testing, work plan, abatement / interim controls) is capped at \$50,000.
 - Please note that each of these are capped and cannot be mixed or overlapped. For example: If the pre-work lead test cost \$2,500 and no lead found, then you cannot spend the remaining \$97,500 on just rehabilitation work.

The maximum investment, per 24 CFR 92.254(b), requires CmDv evaluate the rehab investment to ensure that the estimated value of the property, after rehabilitation, does not exceed 95 percent of the median purchase price for the area, as defined in 24 CFR 92.254(a)(2)(iii). The intent is to confirm costs and level of return is reasonable to provide quality affordable housing that is financially viable for a reasonable period. To substantiate this evaluation, CmDv will prepare the *Certification of After-Rehabilitated Value* form. This form factors in the construction type, square footage, # of bedrooms and bathrooms, year built, condition of the home, Parish Tax Assessors Value and the cost of anticipated rehab work to provide an estimated Market Value After Rehabilitation is complete. That total number is used to verify whether or not the investment will exceed HUD's annually published, median purchase price for the area using Federal FHA single family mortgage program data for existing housing or the City's own evaluation criteria defined by HUD. The most lenient method of the two (2) will be used. If the amount is not exceeded, the applicant is eligible to proceed to next steps. If the amount does exceed, the applicant will not be eligible to receive assistance in this program. The After-Rehabilitation Certification Value Worksheet is completed after the Inspector's estimated cost and confirmed after the Contractor's bid price has been received prior to any award.

Furthermore, in 24 CFR 35.915 defines calculating federal rehabilitation assistance, and 24 CFR 92.206 defines eligible hard and soft costs and how they are to be factored into the amount of investment. An applicant's eligibility and final amount of investment will be determined by the CmDv Administrator and/or City's Legal Division based on the amount of funds available at the time of application, the amount necessary to correct all eligible repair items and the After-Rehabilitated Value.

The minimum loan investment allowed by 24 CFR 92.205(c) is \$1,000 times the number of HOME-assisted units. In this case is counted as one since this program deals with single family residential projects.

Article III – Owner Application

Applications for the *HOME Major Rehab Program* will be accepted by CmDv. Generally, applications are collected in-person during early March for one week at a local Community Center. Applicants will be required to complete an application and submit required documentation. After application, applicants then have two additional weeks to bring any missing documentation to CmDv. 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 or assist the applicant with an online application in certain circumstances approved by CmDv Administrator. By Owner's signature of application submittal, the Owner is attesting to the following:

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 understands that they have a limited window of time of two weeks after the application period to provide all required documentation. Any submittals outside of that defined window will be rejected.
3. 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.
4. The applicant certifies that he/she is the Owner and the property is the primary residence of the Owner described in the application, and that the rehab proceeds will be used for the labor and materials necessary to correct all eligible repairs.
5. 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.
6. The applicant certifies that he/she has received a copy of the *HOME Major Rehab Program Policy Guidelines* during contract signing, if applicable, and agrees to abide by these requirements in connection with any funding that may be approved by CmDv pursuant to their application.
7. 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. See Article XVII for more information.
8. The applicant acknowledges HUD's Conflict of Interest regulations at 24 CFR 570.611(b) for CDBG and 24 CFR 92.356 for HOME. This means that 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 the City to consider 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 forward to the City's Legal Division for the review of a waiver. The City's Legal waiver process could take as long as six (6) months, therefore, an applicant may not receive benefit that particular year, however, the waiver would still be valid for re-application the subsequent year.

- i. 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.
9. 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.
10. 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. Contractor 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, as applicable.
11. 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 list with date and time will be maintained on all applicants in the order when completed applications are received. 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. Completed applications will not be returned to the applicant, regardless of whether the application was denied or approved.

Article IV – Owner Qualification and Verification

Applicants for *HOME Major Rehab Program* 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, occupancy, household income, location, age, 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 electronically verify ownership to confirm a certified copy of the deed.
 - i. If the primary resident / applicant shares ownership with a sibling or family member through an heir inheritance or legal succession, all other Owners shall be required to sign an Affidavit of Ownership consenting to allow the applicant to reside in the house and apply

- to receive repairs to the structure. It can take significant time to collect all signatures for an Affidavit of Ownership so the applicant should begin this process as soon as possible.
- ii. If the ownership is shared with a legal spouse, the spouse shall also be counted as an applicant / Owner.
 - iii. Other types of homeownership interest are defined in 24 CFR 92.2 and 92.254(c).
2. The applicant / 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 and/or City's Legal Division 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) plans to reside at the property and they are eligible for participation in the program, CmDv Administrator and/or City's Legal Division shall make a determination at that time on a case-by-case basis and 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 original applicant / owner's behalf.
 5. Other possible Ownership criteria that may be imposed at the time of application:
 - i. Verification that Parish and City property taxes are paid and 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. CmDv will electronically verify tax status at the time of application.
 - ii. Verification that standard property insurance is maintained on the property (with coverage adequate to insure the City's lien position, if applicable).
 - iii. Verification that any mortgage on the property is paid and not more than sixty (60) calendar days past due at the time of application
 - iv. Verification that the City of Alexandria utility billing and payments are paid and current at the time of application and through the entire construction process. Owners would also be eligible if they are on a payment plan and making timely, scheduled payments. If utilities are disconnected during the application and/or construction process, the Owner shall be required to pay any outstanding balance to have the utilities reconnected no more than 24 hours later. CmDv will electronically verify utility bill status at the time of application.

B. Occupancy

1. The applicant must be able to prove they have been the primary resident of the house for at least twelve (12) consecutive months prior to application. If awarded, they must also maintain the house as their primary residence throughout the fifteen (15) year lien period.
 - i. A Driver's license or formal letters or bills may be one method of verification provided.

- ii. Another method of occupancy verification may be proof that the utility bill has been in the applicants name for the prescribed time period and can be verified electronically by CmDv staff at the time of application.
2. 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.
 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 and/or their spouse.
 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 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.

C. Household Income

The low-income limits are established annually 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 April 2024, 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:	\$38,650	\$44,200	\$49,700	\$55,200	\$59,650	\$64,050	\$68,450	\$72,900

HUD also defines the level of low to moderate income as follows:

1. Extremely low income = 30% of AMI
2. Very low income = 50% of AMI
3. Low income = 80% of AMI

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 three (3) months of application. It is possible that income verification may have to be updated if more than six (6) months pass from the time of application to the start of work.

Please note that on 4/16/2024, for federally funded programs, HUD clarified that if the City chooses to use the IRS 1040 income definition, certain types of disability compensation may be excluded from the calculation, including disability benefits from the VA. The City may also choose an alternative income definition that does not exclude disability compensation which may inadvertently impact whether prospective beneficiaries who receive disability benefits qualify as low to moderate income.

Household income will be determined in accordance with the requirements of 24 CFR 92.203 which requires the City to “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* – the City will collect pay stubs from the applicant but a “Verification of Employment” may also be completed and documented in writing or orally, by the employer for each employed member of the family.
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.

If there is a resident within the house that is 18 years or older but claims to not have any source of income and/or zero income, the parents / Owner / applicant shall be required to sign an Affidavit of Household Income. Additionally, their income status will need to be re-verified every three (3) months.

Other sources of income that may be considered is recreational gambling. If bank statements, Federal Income Tax Returns and/or 1099's indicate profits or losses, the applicant will be required to provide bank statements for six (6) consecutive months to determine income eligibility.

D. Location

1. Only a single family dwelling unit located within the Alexandria city limits will be eligible to apply for housing assistance. CmDv will electronically verify location at the time of application.
2. 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 XXII for the City's 5 Target Neighborhood map. The City of Alexandria has identified 5 Target Neighborhoods that satisfy a concentrated area of "low to moderate income" residents. 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 requiring more than \$10,000 of rehab assistance shall be automatically disqualified. To verify if your home is in a floodplain area, call 318-473-6363 for the City Flood Plain Manager.
 - i. If the property is in the floodplain and were to receive assistance, HUD requires that the property owner then carry flood insurance for the life of the structure, not just the time that the owner occupies the house. Flood insurance is an extreme cost burden to low to moderate income households. Additionally, CmDv would also be required to monitor active insurance annually which would be quite labor intensive and costly. Due to these reasons, any property located within the floodplain will be deemed ineligible, even if the owner currently has floodplain insurance on the property.

E. 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. For the purpose of this document, CmDv defines persons 55 years and older as seniors. HUD defines elderly as 62 years of age or older. The internal waiting list will be maintained to identify seniors and non-senior applicants.

F. Feasibility

CmDv Inspectors will perform a CDA Structure Feasibility inspection to evaluate the structural condition of the dwelling unit and the total estimated cost of repairs. CmDv staff will analyze this information to determine if the house itself is worth making an investment in to make repairs and extend the useful life of the home. 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 structural damage due to termite infestation which may have impacted framing studs, plates, floor joists or sills, rafters, and ceiling joists or other structural components.

3. The residence has evidence of mold damage anywhere in the interior of the structure.
4. The residence has major structural defects such as foundation or roofing issues. Examples would be unlevel piers, rotten floor joists or sills, sagging roof, rafters or ceiling joints, inadequate lower or upper plates allowing settlement to sag to ceiling joists, entry doorways and windows.
5. The owner's personal property and possessions shall be maintained in a clean and orderly fashion. If there is excessive accumulation of furniture, merchandise, hoarding or unsanitary conditions at the time of initial inspection, the Owner will be given five (5) calendar days verbal or written notice to remove all barriers. This will ensure that the Inspector, Risk Assessor and Contractor(s) can sufficiently inspect and work within all areas of the house. Failure to remove barriers will prevent the applicant from eligibility in the program.
6. Any pets shall be removed by the Owner, kenneled or chain away from the areas of inspection and/or work while workers are onsite. This shall include animals that typically reside inside the house or in the immediate area of the exterior of the house where inspection or work is to be performed. Any unsanitary conditions related to pets/animals, shall be cleaned immediately. Failure to constrain pets safely will be grounds for rejection.
7. 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.
 - i. 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.
8. In cases where a house may require extensive lead based paint (LBP) abatement activities and rehabilitation needs in excess of the maximum funding limit and/or the after rehabilitation market value, it may be deemed, by the CmDv Administrator and/or City's Legal Division, that it is not cost effective to award the work. See Article II and VII for more information.
 - i. If a structure is determined ineligible due to the excessive presence of LBP, 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.
 - ii. Even though the Owner may be ineligible for HOME Major Rehab Program, they may be eligible to apply for other programs offered by CmDv.
9. CmDv may also elect to consider the economic feasibility of the rehabilitation activity. See Article II for more information.

Article V – Owner Notification of Eligibility

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. This process can take up to three (3) calendar months.

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 and hired Risk Assessors, 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*.
 - i. 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 but the cost of repairs exceed the maximum benefit allowed, CmDv staff will notify the Owner in writing that they are ineligible. 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 no longer available, CmDv staff will notify the Owner, in writing, that the Owner will be placed on a waiting list for the remainder of that current program year. After that time, if no funding becomes available, the applicant may elect to re-apply for subsequent year funding or if their circumstances change.
 - i. For example: if the program allocation for that year is \$1,000,000. 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 \$1,200,000. 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.
5. 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 IXX – Grievance Procedures.

Article VI – Eligible Repairs per Structure

Structures are required to be maintained within the conditions defined in the current International Property Maintenance Code (IPMC). Property standards for rehabilitation projects shall comply with 24 CFR 92.251(b) to include health and safety, life threatening deficiencies, major system components, lead based paint, accessibility, typical HUD housing standards, and broadband infrastructure for the house. Any new work performed shall be in compliance with the current International Residential Code (IRC). These repairs may include the following:

A. Eligible Repairs:

1. Repairs for health and safety shall address life-threatening deficiencies, as defined in PIH 2017 HUD notice and 24 CFR 92.251(b)(i), examples to include:
 - i. Installation of combination smoke detector /carbon monoxide detector;
 - ii. Gas leak or fumes;
 - iii. Electrical hazards that could result in shock or fire;
 - iv. Interior air quality;

- v. Gas or fuel fired ventilation;
 - vi. Alternative means of exit in case of fire;
 - vii. No fire extinguisher;
 - viii. Deteriorated LBP in a unit built before 1978 and occupied by a family with a child under 6 years old;
2. Repairs to major systems, as defined in 24 CFR 92.251(b)(ii), to have a remaining useful life for a minimum of five (5) years or longer, examples to include:
 - i. Replacement of roof decking and shingles;
 - ii. Replacement / repairs to minor structural components;
 - iii. Repairs to porches;
 - iv. Repairs to subflooring;
 - v. Repairs to electrical required to meet code standards;
 - vi. Operational smoke detectors at specific locations;
 - vii. Repairs to plumbing required to meet code standards;
 - viii. Operational carbon monoxide detectors at specific locations;
 - ix. Replacement of water heaters;
 - x. Repairs to gas system required to meet code standards;
 - xi. Repairs to mechanical system required to meet code standards;
 - xii. Installation/Replacement of central heating and air unit;
 - xiii. Repairs to exterior wall cladding and weatherproofing;
 - xiv. Window replacement or repair;
 - xv. Exterior door replacement or repair;
 - xvi. Exterior veneer / siding replacement or repair or painting;
 3. Abatement of lead based paint, as defined in 24 CFR 92.251(b)(iii), whether intact or deteriorated;
 - i. Soil remediation may also be required depending on the condition of the adjacent exterior wall surface;
 4. Accessibility, as defined in 24 CFR 92.251(b)(iv), examples to include:
 - i. Installation of handicapped ramp;
 - ii. Handicap accessibility for disabled Owners;
 - iii. Smoke detector alarm system for hearing impaired persons;
 5. Typical HUD housing standards, as defined in 24 CFR 92.251(b)(viii) and 24 CFR 5.70, for decent, safe, sanitary and in good repair, examples to include:
 - i. Hot and cold running water in both bathroom and kitchen;
 - ii. Adequate source of safe drinking water in bathroom and kitchen;
 - iii. A functioning sink, bathtub or shower and flushable toilet;
 - iv. Kitchen sink, cooking appliance, refrigerator, food preparation area and food storage area;
 - v. At least one bedroom or sleeping room for each two (2) persons;
 - vi. Permanently installed heating source (unvented fuel fired space heaters are not allowed);
 - vii. Operational and permanently mounted light fixtures in kitchen and bathrooms;
 - viii. Handrails and guardrails with elevated walking surfaces in certain locations;
 6. Installation of broadband infrastructure, as defined in 24 CFR 92.251(b)(x), unless the monthly service fee shall impose an undue financial burden on the applicant;
 7. Installation of blown attic insulation;
 8. Installation of attic access panel in ceiling;
 9. Installation of weather-stripping and thresholds on exterior doors;
 10. Caulking of exterior windows, exterior doors, baseboards, and ceiling registers;
 11. Any condition that is determined to meet the definition of "repair" defined in the International Property Maintenance Code, defined by HUD, and/or approved by the CmDv Administrator.

B. Prohibited Repairs:

Prohibited Luxury Items will not be considered under any circumstance:

1. Replacement / repair of metal or tin roofs;
2. Replacement / repair of major structural components;
3. Installation / repair / replacement of portable window hvac units;
4. Hot tubs, whirlpool baths, steam showers;
5. Patios or decks;
6. Room additions;
7. Installation of fireplaces or televisions;
8. Window treatments;
9. Carports or garages;
10. Items above standard grade or in excess of approved specifications;
11. Any condition that is determined to meet the definition of "luxury" or "structural" as interpreted by the CmDv Administrator.

C. Repair / Rehab Scopes of Work and Cost Estimate

International Code Council (ICC) certified Multi-trades Inspectors shall make a second visit to the home after it is deemed eligible to perform a CDA Rehab Assessment inspection to define a scope of work for repair / rehab and cost estimate for each structure per 24 CFR 251(b)(3). All items in the work description must be eligible according to Article VI above. CmDv shall also prepare an estimated market value after rehabilitation, as described in Article II. By simple application submittal and Owner notification process, the Owner is authorizing CmDv to advertise for bid proposals on their behalf.

At the same time as the CDA Rehab Assessment inspection, the City shall also coordinate a Risk Assessment inspection to test for lead based paint hazards and develop a work plan of how identified hazards shall be addressed. See more on Lead Based Paint Hazards in Article VII.

Article VII – Lead Based Paint (LBP) Hazards

A. Lead Based Paint (LBP) Hazards:

Any project receiving HUD federal funds of \$5,000 or more is subject to HUD's Lead Safe Housing Rule (24 CFR Part 35 Subpart J); EPA's Lead Renovation, Repair and Painting Program Rule (40 CFR Part 745); and LDEQ regulations, LA Title 33, Part III, Chapter 28. HUD defines a lead-based paint hazard as any deteriorated paint surface in a unit built before 1978 and to be occupied by a family with a child under 6 years of age. Deteriorated paint means any interior or exterior paint or other coating that is peeling, chipping, chalking or cracking, or any paint or coating on an interior or exterior surface or fixture that is otherwise damaged or separated from the substrate. HUD requires that all houses built prior to 1978 be tested for LBP hazards or allows the municipality to assume LBP hazards are present, therefore, requiring Best Lead Safe Practices, in all areas of work. The Contractor shall assume that lead is present (Notice of Presumption).

Property standards for rehabilitation projects specifically addresses lead based paint in 24 CFR 92.251(b)(iii) and requires compliance with 24 CFR 35.930(d). As a business practice, CmDv shall elect to treat all lead based paint hazards as defined by this section, regardless of the amount of rehab investment, even if under \$25,000. Other noteworthy sections related to lead based paint are:

1. 24 CFR 35.930(d)(1) requires the property to be inspected for lead based paint (LBP) hazards by a licensed and/or certified Lead Risk Assessor before any work begins. A work plan and cost estimate shall be developed to address all hazards. Any LBP remediation work performed must be performed by a licensed and/or certified Lead Abatement Contractor.

2. 24 CFR 35.930(d)(3) requires abatement of all LBP hazards identified on the interior of the house, but interim controls are acceptable on exterior surfaces that are not disturbed by remediation and/or areas that are below the de minimis levels. If abatement is required, it is necessary to abate only the surface area with the hazardous condition.
3. Lead Safe Housing Rule Toolkit requires elimination of LBP which is defined as: at least 20 years.
4. Lead Safe Housing Rule Toolkit defines LBP hazards to include: dust-lead hazards, soil-lead hazards and/or deteriorated, impact, friction and chewable surfaces.
5. 24 CFR 35.1350 requires lead safe work practices to be utilized during rehabilitation work and to repair any LBP paint that is disturbed.
6. 24 CFR 35.1340 defines post-work LBP clearance testing that shall include visual assessment, dust sampling, submission of samples for analysis, interpretation of sampling results, and preparation of a report.
7. 24 CFR 35.1345 defines occupant protection and worksite preparation.
8. 24 CFR 35.115 defines LBP exemptions.
9. 24 CFR 35.910 defines Owner notices and pamphlets.
10. 24 CFR 35.120 allows a lead hazard screen worksheet, however, this shall not be required by CmDv since a Risk Assessment will be prepared by a licensed and certified Environmental Consultant.

B. LBP Testing and Risk Assessments:

Lead pre-work testing and risk assessment work plan will be performed by a *CmDv* hired Environmental Risk Assessment Consultant. Any *CDA Post-Work Lead Clearance tests* shall be performed by a licensed Environmental Testing Consultant, approved by *CmDv*, or may be performed by a Consultant already under contract with the City to perform these services.

1. If the Contractor chooses to use a licensed Environmental Testing Consultant hired by *CmDv*, the first *Post-Work Lead Clearance test* will be paid for by *CmDv* as a soft cost to the project.
 - i. If the first clearance test fails, any subsequent tests required to achieve clearance will be at the Contractor's expense and deducted from the Contractor's final payment.
 - ii. The Contractor shall also be responsible for any costs for re-cleaning of areas that did not meet standards, until clearance level is achieved. A change order will not be allowed for this work.
2. *Post-work lead clearance tests* should be optimally performed within 61 minutes after work is complete and the areas are cleaned. This inspection type should be completed as soon as possible to prevent other factors from contaminating the potential test sites.
3. Contractor must be on site during *post-work lead clearance testing*.

C. LBP Contractor / Subcontractor Responsibilities:

1. The Contractor shall be responsible for all necessary coordination, arrangement, and scheduling of work and inspections, including the *Post-Work Clearance Testing* with the Environmental Consultant.
2. If the Contractor uses containment as a safe work practice, the containment area must be up and intact until the *Post-Work Lead Clearance testing* is completed and passed. This will assist the Risk Assessor to determine where samples must be taken and how many samples must be collected per regulations.
 - i. It is the Contractor's responsibility to ensure that the *Owner* does not remove the containment area prior to *post-work clearance testing*. No change orders will be allowed for any failed testing because the *Owner* removed the containment.

- ii. If no containment is used, Contractor is responsible to clean all areas of the house, even where work was not performed, as prescribed by HUD and EPA regulations. The Risk Assessor will specifically test floors, window sills, stair treads and children's rooms first and is required to take a minimum of 8 samples, however, they can take as many samples they feel are necessary throughout any part of the house.
3. All clearance procedures will follow the HUD Guidelines (2012 edition or newer) and consist of the following: visual inspection, dust sampling of interior and exterior surfaces (decided by the Inspector/Risk Assessor), soil sampling if bare soil is present (decided by the Inspector/Risk Assessor).
4. All paint chip, dust or soil samples shall be collected and analyzed in accordance with standards established by the State under a program authorized by EPA in accordance with 40 CFR 745.89 and by Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing 24 CFR 35.
5. The Contractor shall be responsible for completing work as required by all Federal, State and local regulations for compliance with hiring, handling, abatement and disposal of hazardous materials and workers exposed to the same. These regulations are defined by Environmental Protection Agency (EPA), HUD and/or the *LDEQ*.

D. LBP Notices to Owner

CmDv's Rehab Program Manager provides *Owner(s)* with copies of: the federal lead information pamphlet; lead warning Statement; disclose knowledge, records and reports about LBP and its hazards. This information shall be provided at the time the Grant Agreement is signed so that the Owner(s) has the option to not continue participation in the program based on the information provided. Other *Post-Work Clearance testing* reports shall also be provided to the Owner once all work and sampling analysis is completed.

E. LBP Level of Risk

24 CFR 5.705 requires *CmDv* to conduct inspections and identify deficiencies as "Life Threatening", "Severe", "Moderate" or "Low". *CmDv* has evaluated the level of risk that LBP has on the inventory of *Owner*-occupied properties proposed to receive HUD federal assistance. It has been determined that LBP poses a very low level life threatening deficiency to the occupants of these structures. The method of evaluation is based on these facts:

1. 95% of the structures eligible for assistance are occupied by elderly person(s), with no children under the age of 6 living in the home or visiting the home for more than 6 hours per week. Furthermore, these occupants said they have no intention of leaving their home or moving in their foreseeable future;
2. 95% of the eligible applicants are on a fixed income, generally defined as extremely low (30% AMI) or very low (50% AMI). Without assistance from this program, the structure would continue to deteriorate, thereby increasing monthly utility costs, putting the occupant's health at risk, and/or in danger of homelessness. To deny them assistance would cause a severe hardship and may have detrimental effects on their quality of life;
3. 98% of the eligible applicant live in structures that were built before 1978;
4. In the past five (5) years, there are no certified Lead Abatement Contractors in Rapides Parish who are interested in performing this type of work, and *CmDv* has not been successful in recruiting companies from outside the parish or State;
5. The City's annual Entitlement allocation of HUD federal funding does not provide enough budget to remediate all LBP found in structures built before 1978 and still make very necessary deferred maintenance repairs, such as: new roof, electrical, plumbing, mechanical and/or carpentry.
6. All occupants have been provided with LBP literature, such as Protect Your Family from Lead in Your Home and Notice of Presumption.

Article VIII – Contractor Eligibility, Registration and Bonds Required

Contractors must meet ALL of the following criteria in order to become registered through CmDv to submit a proposal on Rehab projects. The application can be found at www.cityofalexandria.com/community-development. Scroll to the lower section of the page and click on the CmDv Contractor Registration Application link. You can also call the CmDv Permit Tech at 318-449-5072 to request an application.

A. Contractor Eligibility Registration Requirements:

1. State Contractors License / Certification: A current, active Contractor's 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:
 - i. Residential and/or Commercial Contractors license. (Home Improvement Certification is not acceptable).
 - ii. Master Electrician's license (electrical work only)
 - iii. Master Plumber's license (plumbing and gas work only)
 - iv. LDEQ Licensed Lead Abatement Contractor
 - v. LDEQ Certified Lead Risk Assessment & Inspector Consultant
2. Local Registration: Contractor shall complete an active Contractor's Jurisdiction Registration with City of Alexandria's Community Development Department. This is a specific criteria for registration and shall include an executed Contractor Profile and Statement of Qualification. This is different than other City Registrations and has a different criteria for registration.
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.
4. Contractor Litigation History: 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. If the Contractor is or has been in litigation or has pending litigation arising out of the performance or delivery of services similar to those described herein, Contractor shall provide a written explanation of the issues involved and the outcome, if resolved. Results may affect an award to a low bidder since the City is seeking the most responsible, responsive Contractor.
5. Insurances: The 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 issuance of the Certificate of Occupancy after all work is complete and passes inspections. 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 term of a resulting 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 term of a resulting 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 term of a resulting 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 vehicles and all hired vehicles.
 - i. 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.
 - f. Additional Insured. Within five (5) working days after notification of bid award tabulations, the Contractor 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.
 - g. 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.
 - h. 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. SAM Registration: 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 . 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.
6. Crimes and Convictions: By application, 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. See Article XXI for more information. Any Contractor found guilty of a felony conviction shall automatically lose any "good standing" and shall be debarred from continued work with the City for two (2) consecutive years.

7. Excluded Parties: see Article XXI for more information.
8. Non-discrimination: see Article XXI for more information.
9. AFEAT Compliance: see Article XXI 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.

C. Ineligible Contractors:

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 outlined in Article IXX. 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 cause which could include some of the following reasons:

1. Lapse of insurance coverage or reduction in coverage amounts;
2. Contractor did not meet defined timelines;
3. Contractor conflicting with CmDv staff and/or Owner;
4. Items in the work description were not completed according to specifications and/or poor workmanship was apparent throughout;
5. Contractor failed to arrive on jobsites at the preset time;
6. Contractor failed to communicate timely with the CmDv office regarding inspections;
7. Contractor had outstanding complaint(s) more than thirty (30) calendar days old;
8. Contractor did not complete all work within the required time frame; and/or
9. Contractor failed to honor the warranty and perform necessary warranty work.

The Contractor will be notified, in writing, that their name has been removed from the registered 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.

D. Bid, Performance and Payment Bonds required:

Bid, Performance and Payment Bonds will be required for all projects. The City of Alexandria will be named as the Obligee in all three types of required Bonds.

There are three (3) primary parties to a surety bond:

1. The obligee – which in this case is the City because the City will hire the Contractor and request the bond and will file claim if the Contractor fails to perform.
2. The principal – which is the Contractor purchasing the bond. If the Contractor fails to perform, they will be liable to the terms of the contract and bond.
3. Surety Company – evaluates the financial merits of the Contractor and charges a premium according to their calculated likelihood that an adverse event will occur.

The bond types that will be required for work under the HOME Major Rehab Program shall include:

- i. *Bid Bond* shall be required in the amount of five percent (5%) of the bid price submitted. The Contractor must provide this Bond with his actual bid proposal submittal. If the Bond is not attached, the proposal will be rejected. The bid bond will ensure that Contractors can comply with bid contracts and will fulfill their job responsibilities at agreed prices. For example: if the low bidder decides not to execute the contract, the City will be forced to award to the second-lowest bidder and have to pay more. The City would then file a claim against the bid bond for the difference between the lowest bid and the second-lowest bid.
2. *Performance Bond* shall be required in the amount of 100% of the bid price submitted. The Contractor must provide this Bond once he is notified of the bid award and before he signs contracts. The Performance Bond protects the City from a Contractor's failure to perform according to the defined scope of work and contractual terms. The City can make a claim against a Contractor for poor or defective work to cover the cost of correcting the work and/or for completing work that was not done according to the terms of the contract. For example: the Contractor walks off the job before completing the work and the City has to hire another Contractor to finish the job.
3. *Payment Bond* shall be required in the amount of 100% of the bid price submitted. The Contractor must provide this Bond once he is notified of the bid award and before he signs contracts. The Payment Bond ensures the City that all Subcontractors, suppliers, laborers, etc will be paid by the Contractor when the project is completed. The City can make a claim against the Contractor if any of those entities are not paid in full. This protects the Owner from having any type of lien made against their property for the Contractor's failure to pay all debts. For example: if the Contractor finishes the job but does not pay one of his material suppliers, that entity could put a lien against the Owner's property.

Surety Companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in Louisiana with an established Louisiana agent. Surety companies must execute extensive financial and background checks on a Contractor before approving a bond. This minimizes the City's risk of having a Contractor default on the work. Bid Security in the form of a bid bond, certified check or cashier's check, as prescribed by LA RS 38:2218.

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 announcing the Request for Proposal (RFP) for 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 but generally run for thirty (30) days. Bid publication notices may also be sent via email to all Contractors who are registered with CmDv. RFP Bid Packets can be downloaded from Central Bidding and the City of Alexandria's RFP page at no charge once the RFP is published.

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 twenty (20) 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, four (4) 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. 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.

A mandatory pre-bid conference is generally required and shall be clarified in the actual RFP. The Contractor may attend in-person or may elect to attend via virtual meeting. A virtual meeting link will be provided in the RFP. If the Contractor chooses to participate via virtual meeting, they MUST have a live camera on so that we can visually see them during the meeting to ensure they are engaged and confirm who is attending the meeting on the Contractor / Company's behalf. If the Contractor does not have a live camera, they will be removed from the meeting and not allowed to participate or submit a bid proposal. CmDv would review pictures of areas to receive work and discuss the scopes defined by CmDv so that all interested parties have the same information. Any questions that a bidder may have must be submitted via email to CmDv a minimum of three (3) business days prior to the Pre-Bid Conference date. Questions will also be accepted during the Pre-Bid Conference. All questions shall be addressed during the Pre-Bid Conference and no questions will be answered outside of this timeframe, which is why the Pre-Bid Conference will be mandatory, if held.

If other extenuating circumstances are present after the mandatory pre-bid meeting, an Addendum may be issued to reschedule the bid opening date and offer clarification. Contractors are responsible for obtaining and signing the work descriptions, bid forms, and to include them with their bid at the time of submittal to acknowledge the scope of work for each property location.

Each address on the bid proposal sheets shall have the following prices delineated: base bid rehab price, lead remediation price, any alternate line item prices and the total bid price. HUD requires that the base bid rehab price and the lead remediation price be separated to ensure they do not exceed the Maximum Loan Limit referenced in Article II.

Submittal conditions shall be defined in the RFP, but generally, sealed bid proposals are preferred, however, since an RFP is not a public bid for public work, the Contractor may elect to submit the proposal electronically via email to cda@cityofalex.com.

As a general rule, any Non-Profit Organizations acting as a Developer, will not be awarded any projects. Past history has shown that most Non-Profits do not have the capacity or expertise to manage the construction, timelines, Subcontractor, finances, and/or warranty issues. There may be exceptions to this rule, however, experience documentation and references will need to be submitted for review and approval by the CmDv Administrator and/or the City's Legal Division.

Article X – Bid Award Process

Bids will be opened on the date, time and place specified in the RFP and read aloud. Contractors and Owners are welcome to attend the bid opening, however, not required. Upon completion of the bid opening, CmDv staff will determine the most responsible, responsive Contractor with the lowest bid for each dwelling unit(s) or multiple grouping. The total bid price for all items listed for repair must be within the maximum loan limitation, as described in Article II, to be considered. If the project scope cannot be reduced to fit within the program limits, the project will be deemed ineligible, however, may elect to apply again in a subsequent year.

All Contractors submitting a bid will be notified of the preliminary bid tabulations submitted by the date prescribed in the RFP, however, actual award will not occur until after the Owner approves the Contractor and/or bid price. Any other inquiries interested in getting a copy of the bid tab must submit a Public Records Request for the release of information by sending an email to pr@cityofalex.com.

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

1. 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.
2. No contracts will be awarded to a Contractor without evidence of the required insurance coverage or other criteria listed in Article VIII.
3. The work performance of a new Contractor will be evaluated prior to awarding of additional contracts. A Contractor with a poor performance record may be disqualified for cause. If the Contractor is disqualified, the dwelling unit(s) will be awarded to the next most responsible, responsive Contractor with the next lowest bid.
4. If a Contractor is awarded multiple contracts, all awards must be completed within the specified time frame per the RFP.
5. A Contractor submitting a bid to CmDv for the first time may sign multiple contracts at one time, however, must satisfactorily complete the first unit prior to the Rehab Permit issuance of any additional contracts. In the event that the Contractor is terminated for cause, all executed contracts will be terminated, then contracts will be awarded to next low bidder or advertised again to solicit more bids.
6. Contractors with outstanding complaints over thirty (30) calendar days old will not be awarded a new contract until all complaints are corrected.

Article XI –Contract Signing with Owner

The most responsible, responsive low bidder will be recommended for award of contract to the Owner, for each dwelling unit to receive work. 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. CmDv staff will review and explain the bids received, the scope of work to be performed, the contracts for signature, lead based paint hazards and the process for construction. CmDv will pay only the amount of the lowest responsive, responsible bidder on behalf of the Owner.

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 or selecting a different Contractor, 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. Additionally, the Owner will not be afforded the opportunity to pay the difference from the lowest responsive bidder to a different bidder. In the past, the payment transaction timing and actual payment has caused issues between the Owner and Contractor and delayed the completion of the work required by CmDv. If the Owner wishes to hire the Contractor after CmDv's defined scope of work is completed, they may elect to do so then.

The Owner must approve and authorize the lowest responsive bid of the Contractor. In cases of extreme hardship, the CmDv staff may sign the contract documents at the Owner's residence. A Notary will be present to witness signatures on all required documentation. All written agreements and contracts shall comply with 24 CFR 92.504(c)(5) and 24 CFR 92.254(b). The Owner will sign and enter into the following contracts:

1. The Owner and the City will execute:
 - a. HOME Major Rehab Program Grant Agreement (not recorded);

- b. HOME Forgivable Mortgage (shall be recorded at the Parish Court House); and
 - c. HOME Forgivable Promissory Note (not recorded)
2. The Owner will sign the Home Improvement Contract for HOME Major Rehab Program, that will also be signed by the Contractor at a later date.
 3. None of the four (4) contracts listed above will be considered valid until the contracts are fully executed, with the Owner and the Mayor's signature, and both legally notarized.

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, the Grant Agreement requests permission to:

1. Display a yard/construction sign at the Property, from the date of the Grant Agreement signing, during construction, and for up to 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.

The Homeowner may consent or not consent to either or both of the promotion requests. Their decision will have no impact on the award if they are otherwise eligible.

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, risk assessment work plans, site inspections, postage, advertisement fees, filing fees, etc and shall be reimbursable expenses to the City through the HOME 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 by more than 25%, 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 to the Owner and will not be a part of their total lien.

A copy of all of the fully executed documents will be sent to the Owner for their files.

Article XII – Contract Signing with Contractor and Rehab Permit / Notice to Proceed

Once the Owner selects the Contractor for bid award, a "Contract Signing Notice" form will be emailed 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 and plan to schedule the start of work. This scheduled time will act as the Preconstruction Conference for the Contractor. CmDv staff will review the bid received, the scope of work to be performed, the contracts for signature and the process for construction. The Contractor will execute the following documents:

1. The Home Improvement Contract for HOME Major Rehab Program that has already been signed by the Owner.
 - a. The bid award and signing of the HOME Improvement Contract shall replace the need for the Contractor to complete a CDA Rehab Permit application.

- b. The Home Improvement Contract shall include scopes of work to be performed as required in 24 CFR 92.504(c)(4)(i).
 - c. The scope of work to be performed will be an Attachment to the Home Improvement Contract.
 - d. The scope of work to be performed is generally completed in ninety (90) calendar days from contract execution, however, in no instance will be greater than two (2) years in accordance with 24 CFR 92.504(c)(4)(i) and (iii).
2. The Rehab Permit to acknowledge the inspections required to be performed and act as the Notice to Proceed.
 - a. Rehab Permit fee is waived since the City is paying to have the work done and the Contractor will just charge more to cover the permit fees.
3. Contractor and City Inspector shall schedule a time for the Site Pre-Conference inspection to meet with the Owner. The CmDv Program Manager will coordinate this time with the Homeowner and confirm the date and time to all parties.

A copy of the fully executed documents will be given to the Contractor at the time of contract signing.

The Contractor shall commence the Work no later than ten (10) calendar days after the issuance of the Rehab Permit and shall complete the Work within thirty (30) calendar days after the issuance of the Rehab Permit. 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.

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 fifteen (15) 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.

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 needed. 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.

CmDv shall remind the Contractor that no changes or swaps in the scope of work 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. 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 XIII – Contractor Responsibility for Construction and Warranty

The Contractor will ensure, through sufficient supervision that tradesmen are skilled and licensed in their profession and that quality workmanship is apparent. This shall also apply to any licensed Lead Subcontractors that may be hired to perform specific scopes of work. Contractor shall schedule hours of work from 7:am – 3:30 pm Monday through Friday. Contractor will need CmDv Administrator and Owners permission to work outside of this timeframe.

By execution of the Grant Agreement, the Owner has agreed to give the Contractor access to their structure within reasonable working hours so that the scope of work can be completed timely. The Owner has also agreed to provide utilities and restroom facilities to the construction crew. In the event this access is denied, the Contractor shall be responsible to provide portable restroom facilities through the duration of the work. This can be handled as a Change Order since this is not the original intent of the agreement.

All new work shall be installed to satisfy code compliance per the current International Residential Code. 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 without any additional costs to the Owner. 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.

Owner shall notify Contractor in writing if such warranty repair work is required during the Warranty Period. The Contractor shall have a maximum of fifteen (15) calendar days after notice to visit the site, assess the complaint and notify the Owner and the Community Development Department of actions to be taken and the schedule to complete the work. The Contractor shall have a maximum of thirty (30) calendar days after the assessment to complete the repairs necessary.

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 Owner may notify the CmDv Rehab Program Manager in writing and provide evidence of notification to the Contractor of the claim for warranty work. CmDv will notify the Contractor of the Owner's claim by phone, email and/or certified mail to advise the Contractor that all corrections must be completed within ten (10) working days from the receipt of formal notice from CmDv. The letter will also state that if corrections are not completed within the specified time, the Contractor will be debarred from further participation in any CmDv Programs for a period of two (2) years. The Owner may bring legal action against the Contractor to honor the warranty.

Article XIV – 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 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:

1. Work that is beyond the initial scope of work defined and published for bid, due to "latent defect" or unforeseen circumstances.
2. The dollar amount of the change order, as an increase or decrease, must be reasonable and substantiated by the Contractor with an itemization of all work hours, equipment, materials and associated expenses.
3. 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 and approved by the CmDv Administrator 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 been previously identified to the Homeowner and City and resolved prior to the execution of this Contract.

Since change orders will most likely arise after the Grant Agreement has been signed between the City and the Owner, any change order resulting in an increase in price that totals \$5,000 or less will be considered a grant / gift to the Owner. An amended Grant Agreement, Mortgage and Promissory Note will not be required. Any increase over \$5,000 will result in amended contracts. However, if the change order results in a decrease in price that totals \$1,000 or more, this will trigger the need to amend all contract documents.

Article XV – Inspections & Code Compliance

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. Contractor shall be mindful that all inspections for completed work cannot be completed on the same day and that all inspections shall comply with 24 CFR 92.508(a)(3)(iv) and 24 CFR 251(b)(3).

Progress inspections shall 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 deficiencies or concerns will be brought to the attention of the Contractor for explanation and/or correction.

For the Final Building inspection, when all work is satisfactorily completed, the Contractor shall be responsible to make the necessary arrangements to ensure that the Owner and the CmDv Inspector can be present with the Contractor at the time of the final inspection to sign the Acceptance, Warranty & Release Form. In the event the Contractor fails the inspection, they must immediately remedy the concerns and/or code violations and reschedule the Final Building Inspection. In the event the Owner elects to not sign the Acceptance, Warranty & Release Form, the CmDv Inspector shall notify the CmDv Administrator to discuss the issues and process for resolution. See Article XVIII – Dispute Resolution Request between Owner and Contractor for more information.

A passed Final Building Inspection indicates that all scopes of work was performed in compliance with all federal, state and local codes and ordinances. A Certificate of Completion with Occupancy will be authorized by the CmDv Administrator.

Article XVI – Contractor Payment

The Contractor shall be financially prepared to bear the cost of all labor, equipment, materials and supplies necessary to complete all work. All payments shall be made through funds held by the City on behalf of the Owner. The City shall generate a check for 100% of the contract amount made payable to the Contractor and will be issued within thirty (30) working days from the receipt of all requisite documentation listed below. A final invoice for payment will be accepted only after all of the following documentation has been received:

1. Passed Final Building Inspection;
2. Issuance of a Certificate of Completion with Occupancy;
3. Fully executed Inspector, Owner & Contractor Acceptance, Warranty & Release Form;
4. Fully executed Contractor Release of Lien Affidavit for all Subcontractors and material suppliers; and
5. Contractor's final invoice

Only in extenuating circumstances, approved by the CmDv Administrator, may a Contractor request up to two (2) additional draws 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 an itemized request for draw, approved by the Owner, to the City for payment. The City will have thirty (30) working days to inspect, approve and process the draw payment.

Should the Owner fail to approve a draw or final inspection and refuse to sign the Work Acceptance form, payment may be withheld from the Contractor. See Article XVIII for Dispute Resolution process.

Article XVII – Warranty Claim Procedure

The Contractor is responsible for all work performed for one (1) calendar year following the issuance date of the Certificate of Completion with Occupancy. The Owner is responsible for notifying the Contractor in writing 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 also notify CmDv in writing 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 timely 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 XVIII and/or Article IXX.

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 Owner shall notify the CmDv Rehab Program Manager in writing and provide evidence of notification to the Contractor of the claim for warranty work. CmDv staff will notify the Contractor of the Owner's claim via phone and/or email and advise the Contractor that all corrections must be completed within ten (10) working days from the receipt of CmDv's notice. The notification will also state that if corrections are not completed within the specified time, the Contractor will be debarred from further participation in any CmDv Program for a period of two (2) years. The Owner may also elect to bring legal action against the Contractor to honor the warranty through the 9th Judicial District Court.

Article XVIII – 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 Rehab Program Manager. CmDv Administrator and/or City's Legal Division shall review all claims. A dispute resolution, in which the determination will be final and without recourse, will be provided in writing to both parties within thirty (30) working days of receipt of the dispute notice.

Complaints related to "quality of work" are subjective. The CmDv Administrator and Inspector's 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 by at least 5 years?
2. Has the work performed removed a previous hazard?
3. Has the work performed satisfied IRC code compliance?
4. 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 and Inspector 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 workers 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. Time to collect bids and/or complete work shall be defined in the written Dispute Resolution notice, however, general timeline shall be ten (10) working days to collect alternate bids / prices and thirty (30) additional calendar days to complete the work.

Any amount due may be held out of the original bid price by the Contractor, however, a partial payment may be made to the Contractor for work completed to date. CmDv shall prepare estimated amount necessary to complete the repairs for material and labor will be withheld, with an additional 25% retainage, from any partial payments. 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.

Both parties are encouraged to timely resolve any 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 IXX – 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, nature of the grievance and photos of damage, if applicable. Written notice, in the form of 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, participation in the program, feasibility of repairs, maximum amount to be invested to make repairs, registration status and/or issues with CmDv staff, etc., the complainant must make written notice and must submit documentation that will clearly support their reasons for disagreement. CmDv staff will perform a second review of all documentation and a final decision will be rendered by the CmDv Administrator and/or the City's Legal Division and will be considered the City's final decision. The complainant shall be notified of the decision in writing within thirty (30) working days of the filing of the grievance.
2. CmDv staff and/or the City's Legal Division may arbitrate any disputes arising between the Owner and Contractor concerning work performance, payment or warranty. The complainant must submit the complaint in writing to the CmDv Rehab Program Manager. CmDv staff will perform a second review of all documentation and a final decision will be rendered by the CmDv Administrator and/or the City's Legal Division and will be considered the City's final decision. The complainant shall be notified of the decision in writing within thirty (30) working days of the filing of the grievance.

Article XX – Variances from Policy

Variances from these policies and procedures shall only be granted by CmDv Administrator and/or the City's Legal Division, under extraordinary and extenuating circumstances and by recommendation of the City Housing Inspector. 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 and/or the City's Legal Division 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
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 XXI – Federal, State and Local Regulations Apply

- A. Access. The Contractor 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 Contractor 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. Under the City’s AFEAT (Alexandria Fairness, Equality, Accessibility, and Teamwork Program), participation by minority and/or disadvantaged working 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 working subcontracting for work performed under prime contracts and other such information deemed necessary, at a minimum for prime Contractors include:

Goal for minority owned working participation	15%
Goal for female owned working 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 workers 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 workers from the City of Alexandria Purchasing Department, the Central Louisiana Working League, the Central Louisiana Working Incubator, and the State of Louisiana Department of Minority Affairs.
- D. Participate in associations which assist in promoting minority and female owned workers such as the Central Louisiana Working League, the Central Louisiana Working 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.

- C. Affirmative Marketing Plan. The houses receiving work under this program are owner-occupied, therefore, Affirmative Marketing Plan does not apply. However, if units were to become available, the Contractor agrees to use affirmative marketing methods including, but are not limited to:
1. An 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.
- A. Amendment. Any agreement resulting in a contract award may be amended by written mutual consent of the respective parties, without further council approval unless it be to modify the object of the agreement; additions to agreement shall only be to comply with federal, state, and/or local regulation changes or modifications. Contractor has agreed to perform the specified services for the City of Alexandria.
- D. Anti-Kickback Clause. Contractor 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. Any agreement resulting in a contract award is binding on the Contractor and the City, and their respective successors and assigns. The Contractor 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 Contractor must disclose any potential conflict of interest, including if any owner, manager, employee or agent of the Contractor 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. The City's Legal Division may also investigate to provide a ruling on this issue. If so, the City may seek an exception from HUD under the requirements of 92.356.

The Contractor 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 Contractor may not receive funding that particular year, however, the waiver would still be valid for re-submittal the subsequent year.

- G. 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.
- H. Compliance. The Contractor shall comply with all Federal, State and local laws, ordinances and regulations affecting the lead based paint and residential construction. This shall also include all regulations for OSHA, EPA, LDEQ, HUD, etc.
- 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. Crimes and Convictions. 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 has he/she entered into a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes. Any Contractor currently under a resulting contract, found guilty of a felony conviction shall automatically lose any “good standing” and shall be debarred from continued work with the City for five (5) consecutive years.
 - i. 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 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).
 - 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.
- K. 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) where applicable. Contractor 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 Contractor 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.

- L. Energy Policy and Conservation Act. Contractor recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- M. Entire Agreement. This Agreement, together with the exhibits hereto and the related Program Policy Guidelines, the RFP and Contractor'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.
- N. 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 Contractor, Subcontractors and/or vendors on the project. 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 . Placement on the SAMS federal excluded parties list of the Contractor and/or use of an excluded party shall be automatically 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.

- O. 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.
- 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 be required by an approved State Licensed Hazard Testing Contractor.
- S. Minority Business Enterprise and Women Business Enterprise (MBE/WBE) Plan. Contractors 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, Contractor 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.

Contractor 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 Contractors without regard to actual or perceived sexual orientation, gender identity, or marital status.

The Contractor, 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.

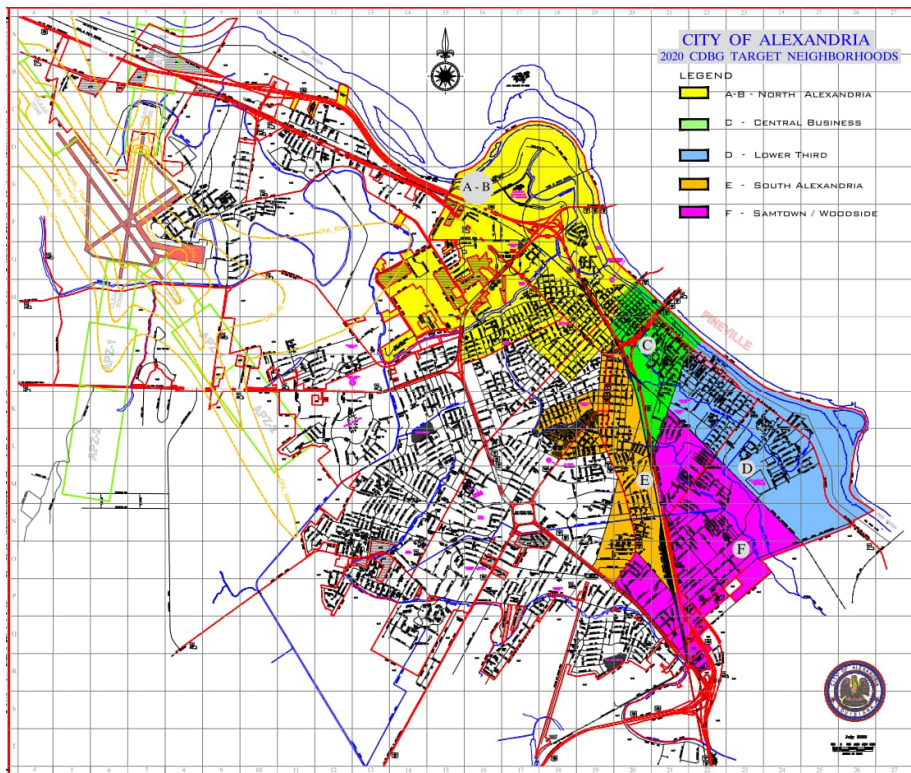
Contractor shall agree by document signature to show a good faith effort to comply with the City's Non-Discrimination Statement. The Non-Discrimination Program should be inquired about through the City's Legal Division (318-449-5015). In order to be eligible to participate in work under the direction 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. 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.
- W. Section 3. Contractor 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. Contractors 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, Contractors 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.
- Z. VAWA: Violence Against Women Act. 24 CFR 92.359.

Article XXII – City of Alexandria’s LMI Target Neighborhood Map



END.