IBERIA PARISH

FOUNDATION RECONSTRUCTION PROGRAM

FINAL
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HOUSING PROGRAM GUIDELINES
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I. PURPOSE OF THE PROGRAM
The Iberia Parish Council has established a Foundation Reconstruction Program to provide assistance to single family homeowners whose homes were flooded as a result of Hurricanes Gustav and/or Ike. The purpose of the Foundation Reconstruction Program is to provide financial assistance to homeowners who desire to mitigate potentially hazardous flood conditions through the elevation of their homes. In exchange for the financial assistance, a qualifying homeowner must agree to a covenant that establishes ownership and occupancy requirements as well as insurance coverage requirements on their home.

Foundation Reconstruction involves performing elevation-related repairs of raising a damaged home so that the lowest floor is above the ground level by foundation walls, shear walls, posts, piers, pilings, or fill dirt. All properties must be elevated at least one (1) foot above the Digital Flood Insurance Rate Maps (DFIRMs) and/or the ABFE, whichever is the higher of the two, and must comply with all applicable local, state or federal codes, ordinances and standards upon the completion of the work.

Iberia Parish has a vested interest in working with its residents to assure there is a quality housing stock in the Parish. It is understood that fully functional homes better protect the occupants and add value to the overall neighborhood, thus increasing the livability of the entire parish. All repairs must address structures that were damaged as a result of Hurricanes Gustav and/or Ike.

II. PROGRAM FUNDING SOURCE
The funding source for the Foundation Reconstruction Program is the Community Development Block Grant (CDBG) Program, administered by the United States Department of Housing and Urban Development. The Louisiana Office of Community Development – Disaster Recovery Unit (OCD-DRU) is acting as the coordinating agency of these funds for the State’s Disaster Recovery Program.

III. AUTHORITY TO ADMINISTER PROGRAM
This program shall be governed by the State of Louisiana Action Plan for the Utilization of CDBG Funds related to Hurricanes Gustav and Ike and operated in accordance with all applicable rules and regulations of:

- The US Department of Housing and Urban Development (HUD);
- The LA Office of Community Development-Disaster Recovery Unit (OCD-DRU); and
- The Iberia Parish Government.

Iberia Parish Government will administer the Program in accordance with these Housing Program Guidelines (Guidelines). The Program shall be under the direct supervision of Iberia Parish’s Chief Administrative Officer or their designee.
IV. PROGRAM COSTS AND IMPROVEMENTS

A. ELIGIBLE COSTS for foundation reconstruction assistance shall be the cost of repairs that enable the deficient or damaged structure and the components therein to be repaired and/or replaced and to improve the health and safety of the living environment. These costs may include the following:

1. Disconnection of all utilities.
2. Installation and removal of beams for lifting the house.
3. Cribbing for a raised house while the foundation is being built.
4. Building of the foundation so that the lowest floor is one foot above the respective DFIRM and/or the ABFE, whichever is the higher of the two.
5. Lowering the house onto the new foundation.
6. Seismic retrofitting of the elevated foundation including attachment of the building to the foundation.
7. Reconnecting of utilities - extending lines and pipes if necessary.
8. Elevating all utilities and service equipment (hot water, furnace, outlets for electricity, etc.)
9. Providing meter reader access if necessary.
10. Engineer-stamped plans and specifications required for the raising of the home.

Eligible costs may be provided to replace, restore or repair the structure only as noted below:

1. Structures containing an attached garage will be elevated so as to provide at least 8 feet of clear space, the garage may be moved under the structure, utilizing a previous surface, and used only for parking or storage in accordance with local codes and National Flood Insurance Program (NFIP) criteria.
2. Repair to the foundation is eligible only if it is necessary for the safe elevation of the structure.
3. Replacement of termite damaged or dry rotted wood framing members are eligible costs whenever associated with the elevation, or required for recommended seismic bolting or bracing.
4. Minimum costs or exterior sheathing associated with what was damaged or removed during the elevation process only. Exterior finish must meet NFIP flood resistant material requirements and local codes.

Eligible costs for non-structural items may include the following:

1. Rough grade of yard and seeding of grass where the elevation action affects slopes.
2. Miscellaneous items such as sidewalks and driveways.
B. ELIGIBLE IMPROVEMENTS must be of a permanently fixed nature and may include the following:

1. Additions to the habitable space of the structure (only as noted below).
   a. Construction of a utility room may be eligible only if there is not existing space within the house or if there is no other more cost effective way to elevate the utilities. If space must be constructed, it will be no greater than 100 square feet.
   b. Elevation of an existing deck, porch, or stairs; or construction of a new set of steps to access the elevated living space.
   c. Where owners, members of the owner’s family are physically disabled, a physician’s written confirmation will be required before access will be provided as part of the elevation. Multiple accesses shall be eligible for funding if necessary for compliance with local codes and standards. Where a ramp is to be used to provide access, it shall be designed to meet federal standards for slope and width. Where ramps are not technically feasible, a mechanical chairlift may be installed. Such an installation should be on interior access stairways where possible, subject to local codes.

C. INELIGIBLE COSTS and IMPROVEMENTS for the program include but are not limited to the following:

1. Structures not considered the primary residence (detached garage, shed and/or barns).
2. Additions, expansions, or elevations of appurtenances are ineligible except as noted above.
3. Rehabilitation judged to be damaging to the historical character or value of a structure by the State Historic Preservation Officer.
4. Repair or replacement of non-essential items (swimming pools and/or Jacuzzis).
5. Secondary residences (e.g. summer homes and camps not used as permanent year round dwellings).
6. Properties located in the regulatory floodway or on federal leased land are not eligible for assistance.
7. Funds may not be used to elevate a masonry chimney. If a fireplace is the sole source of heating, funds will be used to purchase and install the least expensive heating system adequate enough to meet minimum local code.
8. HVAC systems cannot be expanded or increased in size and capacity unless the owner pays such costs beyond the HVAC’s capacity to service the square foot of the original pre-disaster structure.
9. Where existing underground utilities have deteriorated, or do not meet code requirements, additional costs to repair such facilities shall not eligible for reimbursement.
10. An elevation that was begun or completed prior to completion of an environmental review of the property is ineligible for assistance.
11. A new structure which replaced a structure damaged by Hurricanes Gustav and/or Ike is ineligible for funding.
12. Costs to elevate higher than the standard of one foot above the respective DFIRM and/or the ABFE are not eligible.
13. Landscaping costs are ineligible except as noted above.
14. Construction of decks or porches whether or not they existed prior to the flood or the elevation, except those that must be removed in order to do the elevation properly or except as noted above.
15. The costs to make improvements in cases where existing floor systems have been inadequately designed or constructed with undersized materials are not eligible for assistance.
16. Costs for replacement of utility service components which are undersize, of inadequate capacity, or are unsafe are ineligible unless directly related the action of elevating (i.e. well pumps).
17. New furnaces are ineligible except as noted above.
18. Flood control projects (i.e levees, berms and floodwalls) are ineligible under the Foundation Reconstruction Program.

V. PROPERTY SELECTION AND ELIGIBILITY
Eligibility will be assessed using the following criteria:

A. LOCATION
To qualify for the program, the housing unit must be located within Iberia Parish.

B. STRUCTURE TYPE
Structures eligible for the program are single-family houses.

C. DAMAGE
The housing unit must have been flooded as a result of Hurricanes Gustav and/or Ike.

VI. HOUSEHOLD SELECTION AND ELIGIBILITY
In order to receive assistance households must meet the following eligibility criteria:

A. OWNERSHIP
The applicant must currently own the damaged home and property. The applicant must also have owned the damaged home and property at the time Hurricanes Gustav and/or Ike occurred in Iberia Parish (September 1, 2008, for Gustav and/or September 13, 2008,
for Ike). Applicants will be required to provide documentation proving ownership of their property (currently, as well as at the time Hurricanes Gustav and/or Ike occurred). Applicants who do not own the property but their home is on family land will be considered on a case by case basis.

B. OCCUPANCY

The applicant must currently occupy the damaged home and property. The applicant must also have occupied the damaged home and property as their primary residence at the time Hurricanes Gustav and/or Ike occurred in Iberia Parish (September 1, 2008, for Gustav and/or September 13, 2008, for Ike). Applicants will be required to provide documentation proving occupancy (currently, as well as at the time Hurricanes Gustav and/or Ike occurred).

C. PROPERTY TAXES

All delinquent property taxes must be paid on the property prior to the Parish providing any financial assistance. Applicants will be required to provide proof of their paid 2008 property taxes as well as their current property taxes to show that there are no outstanding taxes or liens associated with the property.

D. MORTGAGE PAYMENTS

Mortgage payments on the applicant’s home must be current. Applicants will be required to provide proof of their mortgage as well as their last mortgage payment.

E. INSURANCE

Homes must be currently covered with flood insurance. Applicants will be required to provide proof of insurance as well as their last insurance payment.

Note: Applicants who received Road Home compensation will be required to provide proof of insurance at the time Hurricanes Gustav and/or Ike occurred (September 1, 2008, for Gustav and September 13, 2008, for Ike). Applicants who have already received grant money to repair, replace or elevate their home will be required to provide proof of continuous flood insurance coverage since receiving those funds. If continuous flood insurance has not been maintained since receiving their grant, the applicant will not be eligible to receive funds through this Foundation Reconstruction Program.
Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154(a)) prohibits flood disaster assistance in certain circumstances. In general, it provides that no federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property, if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable federal law on such property. (Section 582 is self-implementing without regulations.) This means that a grantee may not provide disaster assistance for the abovementioned repair, replacement, or restoration to a person that has failed to meet this requirement.

F. INCOME

Applicants must provide current income information for all members of the household 18 years of age or older in order for the Parish to determine their Household Income.

Income is defined as the gross amount, before any deductions have been taken, of income that is anticipated to be received by all household members during the upcoming twelve (12) months. Income of household members under the age of 18 or a full-time student under the age of 25 is not counted. Income must be verified no earlier than six (6) months from the date the grant is made. If an applicant has non-standard income (e.g. fisherman or self-employed handyman) they will be required to provide a self-certified letter of income.

Sources of income used in determining gross annual household income are as follows:

1. All wages and salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services (before any payroll deductions). Employment income must be verified via third party. This means that the verification must come directly from the employer.

2. Net income from the operation of a business. This income is defined as the higher of either current year-to-date net income (proven through bank statements) or the highest net income shown on any one of the last three years’ Federal Income Tax Returns with all schedules and attachments. NET INCOME is defined as gross income plus depreciation, plus amortization, plus deductions for use of a home, plus deductions.
3. All gross periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment.

*Note: Income received by an adult household member on behalf of a minor (i.e. Social Security) is considered household income.*

4. Payment in lieu of earnings, such as unemployment, worker’s compensation, severance pay and welfare assistance. However, lump sum payments under health and accident insurance such as worker’s compensation are excluded.

5. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling to the extent that such payments are reasonably expected to continue.

6. All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is the head of the family, spouse or other person whose dependents are residing in the unit.

**The following exceptions shall apply in the determination of gross income:**

1. Income from the employment of children under the age of 18 years.

2. Payments received for the care of foster children. *Note: Foster children shall not be used in the determination of the number of persons in the household.*

3. Lump-sum additions to family assets, such as inheritance, insurance payments (including payments under health and accident insurance and worker’s compensation), capital gains and settlement for personal and property losses. These items shall be considered as assets for the purposes of this program.

4. Amounts that are specifically for, or in reimbursement of, the cost of medical expenses.

5. Income from a live-in aide. *Note: A live-in aide shall not be used in the determination of the number of persons in the household.*

6. Amounts of education scholarships paid directly to the student or the educational institution and amounts paid by the government to veterans for use in meeting the costs of tuition, fees, books and equipment. Any amounts not used for these purposes are to be included as income.

7. Special pay for a household member serving in the Armed Forces who is exposed to hostile fire.
8. Amounts received under HUD-funded training programs or received under a public assistance program that are specifically for out-of-pocket costs made solely to allow participation in a specific program.

9. Temporary, non-recurring or sporadic income.

10. Lump sum payments of SSI and lump sum payments of Social Security benefits, the value of the allotment provided under the Food Stamp Act of 1977.

*Note: Income will not be used to determine eligibility for the program. However, it is required that the Parish gather and report on household income information to the U.S Department of Housing and Urban Development for its CDBG-funded Foundation Reconstruction Program.*

**G. CONFLICT OF INTEREST**

Applicants can be denied participation in the program if a conflict of interest exists. A conflict of interest exists if an applicant is an employee, officer, elected official or appointed official of Iberia Parish Government and:

1) Exercises or has exercised any functions or responsibilities with respect to the funds for the program.

2) Participates in the decision making process related to funds for this program.

3) Is in a position to gain inside information with regard to program activities.

*Note: In the event that any of these situations arise the Parish will ask for an opinion/ruling from the Louisiana State Board of Ethics on the matter.*

**VII. TYPE AND TERMS OF ASSISTANCE**

**A. TYPE OF ASSISTANCE**

The program will provide financial assistance not to exceed $100,000, to eligible homeowners under the Foundation Reconstruction Program.

**B. TERMS OF ASSISTANCE**

Assistance is in the form of a deferred loan. A three-year forgivable deferred loan will be placed on the property for the entire CDBG homeowner assistance award amount. Repayment is not required if a homeowner abides by the agreement with the Parish requiring them to own, occupy and insure their home for no less than three (3) years after reconstruction.

**RECAPTURE**

At the time the homeowner signs their Homeowner-Parish Agreement they will also agree to a recapture clause in the agreement. The amount of the CDBG award and the three year recapture period will be included in the document as will all stipulations governing any
recapture of funds. If the homeowner chooses to vacate, rent or sell their home during the recapture period, the financial assistance provided by the Parish will be due and payable in full.

In the event of a sale of the home, if the net proceeds from the sale are not sufficient to recapture the entire amount of the CDBG award, then the Parish may reduce the amount of recapture on a pro-rated basis of $1/36^{th}$ per month of the three-year recapture period. The pro-rata will be based on the length of time the homeowner occupies the property relative to the required recapture period.

**VIII. PROGRAM IMPLEMENTATION**

Providence Technical Services (PTS) will serve as Housing Consultant for the Parish’s Foundation Reconstruction Program and will begin implementing the program by conducting a series of four public outreach meetings throughout the Parish. These meetings will serve as informational meetings and will also allow parish residents to sign up for assistance.

Attendance at these meetings will not be mandatory. However, residents will be encouraged to attend via PTS’ outreach and marketing efforts. The date of the first scheduled meeting will mark the first day of the of the 90-day signup period. Sign-up forms will be available at local government offices and libraries throughout the parish.

During the signup period, PTS will begin contacting prospective applicants by phone to schedule personal individual interviews. During scheduling, Providence staff will inform the applicants of the documents they will be required to bring to their scheduled interviews to determine eligibility.

Within 24 hours of scheduling the interviews, staff will follow up the phone calls with letters to the prospective applicants reminding them of the time, date and location of their interviews. This letter will also list the documents they are required to bring to their interviews to complete the application.

The interviews will begin with the interviewer giving the applicant an explanation of the program. Once the interviewer gives the applicant an explanation of the program, they will answer any questions the applicant may have. When all questions are answered the interviewer will move on to the application phase of the interview.

**A. APPLICATION INTAKE**

In lieu of an applicant having to follow instructions in filling out a long application, PTS will have in place a program which allows staff to input the required information from the applicant into an electronic version of the application. During the interview the applicant will be required to provide the following to complete the application:

1. Identification in the form of a government-issued photo identification card
2. Social security numbers (preferably social security cards) for all household members.
3. Receipt for paid property taxes (dated as of the billing cycle that includes September 2008.)

4. Proof of Insurance (current)

   Note: Road Home recipients must provide proof of homeowner’s insurance and flood insurance, if applicable, at the time either or both hurricanes occurred. Applicants who have already received grant money to repair, replace or elevate their home will be required to provide proof of continues flood insurance coverage since receiving those funds. If continues flood insurance has not been maintained since receiving their grant, the applicant will not be eligible to receive funds through this Foundation Reconstruction Program.

5. Proof of Ownership

Acceptable documentation for Proof of Ownership at the time of storms and currently:

- Warranty Deed (all types)
- Fee simple title
- 99-year leasehold interest
- Life estate
- Probated will/court order/judgment

6. Proof of Occupancy

Acceptable documentation for Proof of Occupancy:

- 2008 tax records and current tax records
- Copy of electric, gas, water, trash, sewage, cable or landline phone bill
- Letter from electric, gas, water, trash, sewage, cable or landline phone company
- Voter registration and drivers license
- Copy of credit card bill
- Copy of bank statement
- Copy of insurance policy (declarations page)

Note: For proof of occupancy applicants must provide three forms of documentation, one of which must be their 2008 tax record/current tax records. These documents must include the applicants name and the damaged residence address.
7. Income information (all adult members of their household)

Acceptable documentation that prove income:
- Most recent Federal Income Tax Returns (Employment and/or Business)
- Three consecutive check stubs
- Social Security/SSI benefit print-outs
- Retirement benefit print-outs
- Disability print-outs
- Unemployment benefit print-outs
- AFCD
- Rental receipts
- Interest on Savings/Income Earning Accounts
- Alimony
- Child Support

8. Asset Information

Acceptable documentation for Asset information:
- Banks statements for checking and savings accounts
- Revocable trusts
- Equity in rental property or capital investments
- Individual Retirement Accounts (401k, etc.)
- Retirement and pension funds
- Cash value of life insurance policies available before death
- Personal property held as investment (coins, gems, etc.)
- Lump sum or one-time receipts (lottery winnings, capital gains, etc.)
- Mortgages or deeds of trust

9. Compensation information (program funding received as a result of storms):

Acceptable documentation for compensation information
- Insurance declarations page and claim summary
- Increased Cost of Compliance Award Letter
- HMPG Award Letter
- Road Home Award Letter

When the applicants have provided all required information, the interviewer will input the information into the application and review it to ensure it is complete. The applicants will then review the application for accuracy and sign it.

Before ending the interview PTS staff will make copies of the applicant’s documents for their files and return the original documents to the applicant. Shortly after the applicant interview is completed, PTS will initiate third party verification on information provided by the applicants.

Note: If all items required for application completion are not provided by the applicant, PTS staff will provide the applicant with a checklist of items needed to complete the application.

B. DUPLICATION OF BENEFITS

Any financial assistance (Road Home, HMG, ICC, SBA Loans, flood insurance, etc.) an applicant has received for the same purpose of this Foundation Reconstruction Program will be considered Duplication of Benefits and will be subtracted from their grant award. However, if the applicant has receipts showing the money was spent for its intended purpose (for example, repairing the home to make it livable again) the Parish will not subtract that amount documented by receipts.

Note: Individual Mitigation Measures (IMMs) will be considered on a case-by-case basis for Duplication of Benefit. If an applicant receives grant funding for IMMs and uses those funds for eligible foundation reconstruction activities it will be considered a duplication of benefits. However, if the applicant can prove the funds will be used for other mitigation activities not related to foundation reconstruction these funds will not be considered duplication of benefits.

C. HOME INSPECTION

When the information provided by the applicant is verified PTS will contact the applicant to schedule a home inspection. The applicant (or their designee) will be required to accompany the Inspector on the evaluation to give him/her access to their home. The initial inspection will include a complete Minimum Housing Standards Code evaluation and the inspector developing a scope of work for the project. During the inspection “Before” pictures will be taken of the property to provide a photographic record of the structure prior to reconstruction.

D. WORK WRITE-UPS AND COST ESTIMATES

After inspection PTS will prepare a Work Write-Up and Cost Estimate for Foundation Reconstruction project. The Cost Estimate will be reasonable and will reflect actual costs prevailing in the Parish for comparable work.
Once the Work Write-Up is completed PTS will contact the applicant to meet and discuss the scope of work with them. If the applicant is in agreement with the Work Write-Up they will sign it to signify their approval.

E. PRELIMINARY AWARD LETTERS

After the cost estimate is completed preliminary awards will be calculated based on the cost estimate of the elevation project minus any other assistance (Road Home, HMG, ICC, SBA Loans, flood insurance, etc.) an applicant has received for the same purpose of this Foundation Reconstruction Program. When awards are calculated PTS will include the amount of the award in a preliminary award letter.

F. CONTRACTOR QUALIFICATIONS

Contractors must be a state licensed contractor and meet all requirements by the Parish prior to execution of a construction contract. The contractor must meet and comply with all contractor requirements as hereinafter established for the program.

The requirements as follows:

1. All contractors must be State licensed.
2. All contractors shall carry and provide proof of a current general liability policy of at least one million dollars ($1,000,000) with completed operational coverage and statutory workman’s compensation. This policy shall cover all work done under the program throughout the contract period.
3. Contractors must not be debarred, suspended, or ineligible according to the U.S. General Services Administration’s List of Parties Excluded from Federal Procurement or Non-Procurement Programs catalog. PTS will obtain the catalog and check for contractor clearance prior to adding contractors to the Parish’s list of approved contractors. If they are found to be debarred, suspended or ineligible to participate in a federal program they will not be added to the list and notified in writing. Contractors added to the list will be required to certify they are not debarred, suspended or ineligible during contract execution.
4. Contractors must secure and provide proof of performance and payment bonds within ten (10) business days of award of bid. Failure to do so may result in termination of award.

G. CONTRACTOR PROCUREMENT

After preliminary award letters are sent out, the Parish shall solicit competitive bids (SEALED BIDS) for the proposed work from a list of approved contractors. The Parish may select any bid that is within 10% of the cost estimate. The low qualified bid is always preferred.

Applicants wishing to choose a contractor other than the low bid winner can do so only if:

1) The contractor chosen is on the Parish’s approved contractors list;
2) The contractor submits a sealed bid for the project; and
3) The homeowner is willing to pay the difference between the low bid and the bid of the selected contractor.

The procurement sequence for the projects shall be: Invitation to Bid, Bid Opening and Contract Award.

1. Invitation to Bid – The Parish will give each qualified contractor on the Parish’s approved contractor’s list verbal and written notice when bid packages are available. Each bid package will include bid instructions, a work write-up, a copy of the Parish’s building specifications and a bid sheet.

2. Bid Opening – The Parish will conduct bid openings. Homeowners and contractors will be encouraged to attend.

Contract Award – The Parish will award contracts based on the lowest qualified bid (within 10% of cost estimate) if the homeowner does not choose their own contractor.

H. COST REASONABLENESS

After bids are received, staff will compare the low bid to the cost estimate to determine the cost reasonableness of the contractor’s bid. The lowest bid must be within 10% of the cost estimate. In the event a homeowner chooses their own contractor that contractor’s bid must also be within 10% of the cost estimate.

If the winning bid (low bid or bid submitted by selected contractor) is 10% or more higher than the cost estimate then the contractor will be given the opportunity to negotiate his bid into the acceptable range. If the bid cannot be negotiated into the acceptable range then the house may be rebid. If the bid is negotiated in the acceptable range PTS will approve the contractor’s bid.

If the winning bid is 10% or more lower than the cost estimate then the bid will be evaluated to determine if there were any mistakes and that the contractor can complete the work as outlined in the work write-up. If the bid is determined to be reasonable and responsive it may be accepted as the winning bid.

I. FINAL AWARD LETTER

When the winning bid is accepted, individual awards will be calculated based on the winning bid minus any other assistance (Road Home, HMPG, ICC, SBA Loans, flood insurance, etc.) an applicant has received for the same purpose of this Foundation Reconstruction Program. When awards are calculated PTS will include the amount of the final award in a Final Award Letter which will also list the necessary steps the applicant must take in order to receive the financial assistance.

J. EXECUTION OF AGREEMENTS

Once contractors are procured, the contractor will prepare an agreement between themselves and the homeowner for the elevation work. When given notice that the agreement is prepared and ready to be executed PTS will prepare a Homeowner-Parish Agreement and coordinate a date and time with the homeowner and contractor to execute the agreements.
At signing, the homeowner will first sign the Homeowner-Parish Agreement. The homeowner will then, along with the Contractor, sign the Homeowner-Contractor Agreement. After each document is signed, PTS will forward the Homeowner-Parish Agreement to the Parish President for his signature. Once signed by the Parish President PTS will record the document with the Parish Clerk of Court. The Homeowner-Contractor Agreement will be recorded by the contractor. The contractor must provide a copy of this recordation to PTS.

K. INSPECTIONS
When the homeowner and contractor have agreed to a start date the two will notify PTS. PTS will be responsible for inspecting the work performed and will ensure that all contracted work is completed prior to payment of CDBG funds and that such work was performed in an acceptable manner.

L. CONTRACTOR RESPONSIBILITIES
1. Whenever possible the contractor will make an effort to minimize the impact of the construction on the applicant. Work shall be carried out swiftly and directly. The work area shall be secured at all times.
2. All construction/building permits shall be obtained by the contractor at his/her expense.
3. The work area shall be left clean and free from clutter at the end of each day and the contractor, not the homeowner, will be responsible for storage of materials and tools.
4. The contractor shall use the site and its facilities only for specified construction. The utility systems shall be used only for construction purposes and during the construction phase only. Contractors are not responsible for reimbursement of increased utility bills.
5. Contractors shall be responsible for documenting pre-existing conditions on the property. PTS will encourage contractors to photograph said conditions.
6. No work shall be done to the project other than the work agreed upon in writing by the applicant and contractor.
7. All materials used shall be new and of good quality. All work shall be done in a good and workmanlike manner.
8. Upon completion of construction the contractor shall remove all construction debris from the site.
9. Failure to meet PTS and Parish criteria can result in contractors being ineligible for payment.
M. PROGRESS PAYMENTS

Payments with CDBG funds will be made based on the percentage of work actually completed on the foundation reconstruction projects. Payments to contractors will be made as follows:

<table>
<thead>
<tr>
<th>Payment Number</th>
<th>Percent of Contract Dollar Amount</th>
<th>Percent of Work Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10%</td>
<td>20%</td>
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<tr>
<td>2</td>
<td>30%</td>
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<tr>
<td>5</td>
<td>90%</td>
<td>100%</td>
</tr>
</tbody>
</table>

A 10% retainage on each CDBG payment will be held until the end of the forty-five (45) lien period. Retainage will be used to protect the homeowner from liens, claims or defaults.

Note: If it’s necessary for a homeowner to contribute personal funds to their project the homeowner will make payments to the contractor and exhaust those personal funds prior to the Parish making any CDBG payments on behalf of the homeowner. Homeowners will be encouraged to follow the above-mentioned payment schedule when using personal funds.

N. CONTRACT COMPLETION

After the work specified in the contract has been completed to the satisfaction of the Inspector, PTS shall issue a Final Acceptance of Work. The Final Acceptance of Work will be signed by the Homeowner, Contractor and Inspector. In the event, the homeowner does not want to sign the Final Acceptance of Work, the Parish may still proceed to pay the contractor.

However, the nature of the homeowner’s dispute, those items under dispute, and their dollar amount must be recorded on the Final Acceptance of Work and signed by the Iberia Parish Government President. Upon execution of the Final Acceptance of Work, contractors shall ensure the following documents are submitted to PTS:

1. Contractor’s final invoice form;
2. Release of Liens;
3. Any material warranties;

If there are construction issues after forty-five (45) days from final inspection, PTS shall conduct a post-inspection along with the applicant and contractor. If no discrepancies are found during the post-inspection, PTS will approve the release of the retainage to the contractor.
However, if discrepancies are noted, PTS shall continue to withhold retainage until the discrepancies are corrected. Following the completion and final acceptance of work, PTS shall take “after” rehabilitation pictures, (interior and exterior) to provide a photographic record of the structure and the improvements accomplished.

All work performed by the contractor shall be guaranteed for a period of five (5) years from the date of the Final Acceptance of Work. Such warranty shall be stipulated in the construction contract between the contractor and the applicant.

IX. PRIORITIZATION OF APPLICANTS

The awarding of foundation reconstruction grants to eligible applicants will be based on priority according to which households rank the highest during the rating process. The rating system is based on points.

Assistance will be provided in descending order - the household with the highest score first, the next household second and so on until the funds are committed. Information for determination of points will be taken from individual applications.

Each applicant shall be rated.

<table>
<thead>
<tr>
<th>Rating System</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Households considered extremely low income (0%-30% of AMI)</td>
<td>40</td>
</tr>
<tr>
<td>Households considered very low income (31%-50% of AMI)</td>
<td>30</td>
</tr>
<tr>
<td>Households considered low income (51%-80% of AMI)</td>
<td>20</td>
</tr>
<tr>
<td>Household considered moderate income (81% and above the AMI)</td>
<td>10</td>
</tr>
<tr>
<td>Number of Elderly Household Members</td>
<td>10 (per person)</td>
</tr>
<tr>
<td>Number of Handicapped or Disabled</td>
<td>10 (per person)</td>
</tr>
<tr>
<td>Number of Household Members</td>
<td></td>
</tr>
<tr>
<td>1-2</td>
<td>5</td>
</tr>
<tr>
<td>3-4</td>
<td>7</td>
</tr>
<tr>
<td>5 or more</td>
<td>10</td>
</tr>
</tbody>
</table>

Note: Individuals residing in the household can be counted more than once. For example, an elderly person who is also handicapped or disabled would count for twenty points.

X. FINAL GRANT DISBURSEMENT

When the forty-five (45) day lien period ends and the contractor has provided the lien release to PTS, an individual request for payment will be made by PTS to the Parish’s CDBG Administrator who will submit the requests to the State. Upon approval of the request for payment by the State the retainage payment will be made by the Parish to the contractor.
XI. GRIEVANCE PROCEDURES

If an applicant is not satisfied with a decision rendered by PTS, he/she may then appeal his or her grievance. Each applicant shall have the right to appeal any decision in the form of a grievance to the Parish Chief Administrative Officer for Iberia Parish, provided such an appeal is made within fifteen (15) days from when a decision has been rendered or the grievance occurred and/or became known to the applicant.

The grievance must be made to the Parish Chief Administrative Officer and may be done in writing or communicated in any way that accommodates the applicant and is effective in communicating the complaint. The Parish Chief Administrative Officer will provide the grievance to a designated sub-committee of the Iberia Parish Government. This sub-committee, assigned by the Iberia Parish Government President, will then review the grievance and render a decision.