AUSTIN HOUSING FINANCE CORPORATION

Austin Housing Finance Corporation

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Date: **February 14, 2014**

NOTICE OF FUNDING AVAILABILITY (NOFA)
G. O. REPAIR! PROGRAM

SUMMARY

The Austin Housing Finance Corporation (AHFC) announces the upcoming availability of **$2,000,000** in funding for the G. O. Repair! Program and currently seeks proposals from experienced non-profit organizations to provide home and roof repair services. Services will benefit low- to moderate-income families and individuals whose household income is at or below 80% of the Area Median Family Income (AMFI) as defined by the U.S. Department of Housing and Urban Development (HUD).

PURPOSE

The purpose of the G. O. Repair! Program is to address substandard housing conditions of low and moderate income homeowners residing within the corporate city limits of the City of Austin. The program provides financial assistance to make repairs that will eliminate health and safety hazards and/or provide improved accessibility. This program also seeks to remove logistical barriers between local organizations currently operating home repair programs, reduce or eliminate waiting lists and build the capacity of local non-profits to provide these specific types of home repairs for qualified people.

ELIGIBLE CLIENTS

Households served must have total household income at or below 80% of the AMFI. Each homeowner receiving assistance through this program must occupy the home and the home must be the owner's homestead.

PROGRAM ASSISTANCE

The program provides up to **$15,000** of assistance per home per fiscal year. In addition, this assistance does not include any other assistance from the participant organization using its regular programs and funding. The program provides 20% per project to cover program delivery and overhead costs for the organization.

ELIGIBLE ACTIVITIES:

Subject to the requirements of the G. O. Repair! Program Guidelines, eligible projects may include, but are not necessarily limited to:

a. accessibility modifications;
b. electrical, plumbing, mechanical repairs;
c. exterior siding repair;
d. window and door repairs/replacements;

e. drywall and flooring repair;
f. structural carpentry pertaining to structural integrity: support beams, rotten floor joists (usually result of leak), rotten wall members;
g. painting as related to repairs;
h. roof patches;
i. roof replacement;
j. ceiling fans; and
k. life safety requirements according to the applicable building code.

ELIGIBLE NOFA APPLICANTS

Eligible NOFA applicants should be non-profit organizations that have experience with home repair services. Organizations must have a Certificate of Accounts Status from the Texas Comptroller of Public Accounts indicating they are in Good Standing and they should not be on the City of Austin's debarment list.

Organizations should include the following information in their proposal:

1. a board resolution authorizing the organization to submit a proposal to this NOFA;
2. describe the organization's experience, including that the organization has three or more years' experience in providing home repair services;
3. include confirmation that the organization has cash reserves of at least $25,000 to facilitate the initial program administration; and,
4. the amount and justification for funding, including the waiting list for current services.

CONTRACT TERMS:

The contract term is estimated to begin April 1, 2014 and end on September 30, 2014. AHFC retains the right to extend the contract for 90-days through December 31, 2014. Applicants will be required to execute a new contract that has recently been updated in accordance with City of Austin contract administration and monitoring guidelines. A copy of the contract is available upon request.

NOFA APPLICATION PROCESS

The funds being released under this NOFA are not subject to a pre-determinate allocation. Applications received will be reviewed and scored on a competitive basis according to organizational capacity and experience. To be considered, applications must be complete and meet the minimum threshold criteria as stated in the Program Guidelines and Scoring Criteria. A score above the minimum score does not guarantee funding.

NOFA packets may be obtained between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, at the office of the Austin Housing Finance Corporation at 1000 East 11th Street, 2nd Floor, Austin, TX 78702, or by visiting the AHFC web site at http://www.austintexas.gov/department/go-repair. The program guidelines, proposal format and scoring criteria can also be found at the G. O Repair! Website.

A pre-submittal meeting will be held at 11:00 a.m. on **February 21, 2014**, at Austin Housing Finance Corporation at 1000 East 11th Street, Suite 400A, Austin, Texas 78702. **Sealed applications relating to this NOFA are due prior to 10:00 a.m., March 3, 2014, at the office of Austin Housing Finance Corporation at 1000 East 11th Street, 2nd Floor, Austin, TX 78702.**

Questions regarding the NOFA process or program requirements may be directed to Diana Domeracki at 512-974-3156 or by e-mail at diana.domeracki@austintexas.gov

The City of Austin does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs and activities. Dolores Gonzalez is the City's ADA/Section 504 Coordinator. If you have any questions or complaints regarding your ADA/Section 504 rights, please call her at 974-3256 (voice) or 974-2445(TTY). The City of Austin is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request.

AUSTIN HOUSING FINANCE CORPORATION
G.O. REPAIR! NOTICE OF FUNDING AVAILABILITY
APPLICATION AND EVALUATION CRITERIA
20140214NOFA

Amount of funds requested: $_____

Total number of units to be assisted: _____

1. Applicant Information (If the service provider involves multiple entities, is a partnership or joint venture, please provide duplicative information for each, and identify the entity that will serve as the "lead" organization).

_____
Organization Name

_____
Street Address

_____
City State, Zip Telephone #

_____
Contact Person Contact's Telephone # Fax #

_____
Federal Tax ID Number

The applicant certifies that the data and exhibits contained comprising this application are true and correct. ***Unsigned/undated submissions will not be considered.***

_____
Legal Name of Organization

_____
Signature of Authorized Officer **Title** **Date**

(ORIGINAL FORM CONTAINING ORIGINAL SIGNATURE)

2. Please provide copies of the following:

a. Articles of Incorporation;

b. Certificate of Incorporation filed with the State of Texas

c. IRS determination letter regarding 501(c)(3) non-profit status

d. Names, addresses, phone numbers and email addresses of current board members

e. Certified financial audit for most recent year, including the auditor's management letter

f. Board resolution approving the proposed project and authorizing the request for funding

g. Certificate of Account Status from the Texas Comptroller of Public Accounts indicating Good Standing

h. Evidence of cash reserves of at least $25,000 to facilitate the program administration prior to AHFC's disbursement process. This may be in the form of financial statements, a letter from its financial institution or evidence of an available line of credit of at least the amount requested.

i. Name and title of the person authorized to represent the organization

j. Evidence of providing at least three (3) years of home repair services. (Previous contracts with AHFC or any other governmental entity, foundations, national organizations; annual reports).

k. Insurance: Organization shall carry Statutory Workers' Compensation and Employers Liability, Commercial General Liability, Business Automobile Liability, and Directors and Officers Coverage on types and amounts of duration according to Program Agreement.

3. Program Description and Demand (scoring: maximum 20 points)

Provide a narrative description of your organization's current home repair program, number of years in operation, past and current performance, current waiting list, and current available funds. Describe how this funding will increase your organization's capacity to provide these services. Attach resumes of key staff that will work with this program.

4. Operational Team (scoring: combined with section 6 and 9, maximum 20 points)

Identify the entities anticipated to be involved in implementing the project including lenders, attorneys, accountants, architects, engineers, general contractor, sub-contractors, consultants and operational staff. Also, indicate if any entity is certified by the City of Austin as a minority or women-owned business enterprise (MBE/WBE), or if any of the entities are also a non-profit entity.

	Name(s) & Any Comments on Role	**MBE? (Mark X if Yes)**	**WBE? (Mark X if Yes)**	**Non-profit? (Mark X if Yes)**
Director/CEO				
Lenders (Other than AHFC)				
Accountants				
Consultant (if Applicable)				
Project Manager				
Construction Supervisor				
Construction Inspectors				
Housing Specialists				
General Contractor				
Subcontractors				
Admin support				
Marketing				

5. Process Schedule (scoring: maximum 10 points)

Complete the grid below. Re-order the steps according to the appropriate sequence for your project, and add in any other significant steps integral to your project's development. Please be as precise as possible, narrowing dates by 15 day intervals.

	Number of Days
Applicant referred to program/File started	
Initial home visit	
All eligibility documents received from Applicant	
Eligibility Determination	
Construction Specifications and Cost estimates	
Construction Bids	
Construction Start	
End/Completion of Construction/Homebuyer Sign-off on Work Performed	

6. Experience and Qualifications – Home Repairs (scoring: combined with section 4 and 9, maximum 20 points)

Completed Projects Past Three Years (attach additional sheets if necessary):

Address	Type of Work Performed	Number of Days to Complete	Approximate Cost

7.Detailed Project Budget – (scoring: maximum 20 points) Use the following table, or comparable format, to provide a complete project budget for the number of units proposed for the year. Add line-items as necessary to detail the specific funding being requested.

DETAILED PROJECT BUDGET				
	Funds Being Requested	**Amounts from other fund sources**	**Total for Line Item**	**Description or Comments**
CONSTRUCTION COSTS				
Carpentry				
Waterproofing & Insulation				
Roofing				
Plumbing/Hot Water				
HVAC / Mechanical				
Electrical				
Doors/Windows/Glass				
Construction Contingency				
Flooring				

Lumber				
Paint				
Other (Specify)				
TOTAL CONSTRUCTION COSTS				
INDIRECT AND SOFT COSTS				
Salaries				
Legal				
Audit/Accounting				
Marketing/Outreach				
Other (Specify)				
TOTAL INDIRECT AND SOFT COSTS				
TOTAL PROJECT BUDGET				

8. **Funds Proposal – (scoring: maximum 15 points)** Provide the following information to facilitate financial review of the proposed project:

a. **Sources and Uses of Funds** – Complete Tables A & B below, identifying all sources and uses of funds to implement this proposal and include evidence of funds anticipated (financial statements, commitment letters, etc.).

TABLE A: SOURCES OF FUNDS SUMMARY					**Intended Use of Funds (Predevelopment, Construction, Soft Costs)**
	Term	Interest Rate	Amount	Evidence (Term Sheet, Board Resolution, etc.)	
Private Financing (List Lenders Below)					
Other Sources (List Below)					
Proposed AHFC GO Repair Funds					
Total Sources of Funds					

TABLE B: USES OF FUNDS SUMMARY		
	Total Cost	Cost/Unit
Indirect, Soft or Administrative Costs		
Direct Costs (Construction)		
Total Uses of Funds		

b. **Leveraging – (scoring: maximum 15 points)** Complete Table C below. Include evidence of other funds leveraged by AHFC funds to implement your proposal such as commitments from private and/or other public resources.

TABLE C: LEVERAGE SUMMARY	
TOTAL AHFC FUNDS	
TOTAL OTHER FUNDS	
LEVERAGE % – AHFC FUNDS	

9. Partnerships with Non-profit entities

Include commitments from other non-profit organizations or a City of Austin-certified Community Housing Development Organization (CHDO) to partner on the project in some way.

10. Other Requirements

By submitting this application, the applicant agrees to comply with all reporting, record keeping, and on-going monitoring requirements applicable to G.O. Bond financing of the proposed project.

Applicant: _____

Name of Reviewer(s): _____

Title of Reviewer(s): _____

REQUIRED INFORMATION CHECKLIST

1. Applicant Information
2. Attachments
   - ☑ Articles of Incorporation
   - ☑ Certificate of Incorporation filed with the State of Texas
   - ☑ IRS determination letter regarding non-profit status
   - ☑ Names, addresses, phone numbers and email addresses of current board members
   - ☑ Certified financial audit for most recent year, including the auditor's management letters
   - ☑ Board resolution approving the proposed project and authorizing the request for funding
   - ☑ Certificate of Accounts Status from the Texas Comptroller of Public Accounts indicating Good Standing
   - ☑ Financial statements, letter from its financial institution or evidence of an available line of credit of at leas the amount requested.
   - ☑ Name and title of the person authorized to represent the organization
   - ☑ Evidence on providing at least three (3) years of home repair services. (Previous contracts with AHFC or any other governmental entity, foundations, national organizations, etc.).

3. Program Description and Demand - Narrative with description of current program, past and current performance, current waiting list, and current available funds.

   - ☑ Summary
   - ☑ Narrative
   - ☑ Resumes of qualified/experienced staff

4. Process Schedule

5. Experience and Qualifications

6. Detailed Project Budget

7. Funds Proposal

EVALUATION CRITERIA

Proposed projects will be reviewed and scored on a competitive basis relative to the evaluation criteria below. A maximum possible score is 100 points. A minimum score of 75 is required to be funded.

1. **EXPERIENCE AND QUALIFICATIONS** (maximum 20 points) _____
   (Reference: Section 4, 6 and 9 in NOFA)

2. **NUMBER ON WAIT LIST** – (maximum 20 points) _____
   (Reference: Section 3 in NOFA)

3. **PROCESS SCHEDULE –** (maximum 10 points) _____
   (Reference: Section 5 in NOFA)

4. **DETAILED PROJECT BUDGET** (maximum 20 points) _____
   (Reference: Section 7 in NOFA)

5. **SOURCES & USES OF FUNDS** (maximum 15 points) _____
   (Reference: Section 8a in NOFA)

6. **LEVERAGING** – (maximum 15 points) _____
   (Reference: Section 8b in NOFA)

TOTAL SCORE (maximum 100 points) _____

CITY OF AUSTIN
AUSTIN HOUSING FINANCE CORPORATION
GO REPAIR!
PROGRAM GUIDELINES

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GO REPAIR!
PROGRAM GUIDELINES

I. PURPOSE

The purpose of the GO REPAIR! Program is to address substandard housing conditions of low and moderate income homeowners residing within the corporate city limits of the City of Austin. The program provides financial assistance to make repairs that will eliminate health and safety hazards and/or provide improved accessibility. This new program also seeks to remove many of the logistical barriers among local organizations currently operating home repair programs, reduce or eliminate waiting lists and build the capacity of local nonprofits to provide these specific repairs to qualified individuals.

II. AHFC AND SUBRECIPIENTS RESPONSIBILITIES UNDER THE PROGRAM

The Austin Housing Finance Corporation (AHFC) is responsible for GO REPAIR! funding administration. The GO REPAIR! Program is under the administrative control of the AHFC Treasurer. The Treasurer's authority includes, but is not limited to, the following:

- establish processes, procedures and criteria for the development, implementation and operation of the Program;
- establish yearly financial assistance limits based upon available funding; and
- make the final determination in an appeal under the Grievance Procedure.

Program sub-recipients/agencies are responsible for:

- administering and managing the day-to-day activities of the GO REPAIR! Program;
- ensuring compliance with these Program Guidelines, including developing and maintaining all required files, documents, and required reports; and

- complying with all applicable federal, state and/or local laws, regulations and ordinances.

III. SOURCES OF PROGRAM FUNDING

The source of funding for the GO REPAIR! Program budget comes from the AHFC Capital Budget, Affordable Housing Bonds. The budget was authorized by the Austin City Council acting as Austin Housing Finance Corporation Board on January 23, 2014 to fund affordable housing programs. These funds are being added to existing funds that AHFC currently provides for repairs to homes of people with low to moderate incomes. In the event of a conflict between competing funding sources and the requirements and regulations in a multi-source funded project, the more restrictive requirements will apply. In addition, regardless of the fund source being used, should a conflict arise between the rules of AHFC or the Program Guidelines and fund source, the most stringent fund source interpretation shall govern.

IV DEFINITIONS

- **AHFC** - Austin Housing Finance Corporation
- **Applicant** -Owner of the Property who is requesting Program assistance.
- **CFR –** code of federal regulations.
- **City** - Austin, Travis County, Texas.
- **Construction Manager** – Subrecipient staff in charge of Construction.
- **Construction Coordinator** – Subrecipient staff in charge of inspection of the Project.
- **Contractor:** Individual or company contracted to perform the work of the Project on the Property.
- **Cosmetic or General Property Improvements** – Repairs of Property solely to improve its appearance.
- **GO – G.O. REPAIR! (For Finance Home Repair)**
- **GO REPAIR!** – program name
- **Guidelines** - This GO REPAIR! Program Guidelines.

- **Homestead** - Real Property as defined under Section 41.002 of the Texas Property Code and designated as homestead Property pursuant to Section 41.005 of the Texas Property Code.
- **HUD** – the U.S. Department of Housing and Urban Development.
- **MFI** - Median Family Income in the Austin area set by HUD each year according to household size.
- **NOFA** – notice of funding availability. The process used for non-profit agencies to compete for funding.
- **Program** - GO REPAIR! Program.
- **Program Delivery** – the cost to deliver the program services by the non-profit participating agency.
- **Project** -The work to be done under an approved application under the Program to provide repairs to an Applicant's Property.
- **Property** - The Real Property, including the Improvements, which is owned by the Applicant and for which application for assistance, is made under the Program.
- **Service Provider** - An organization awarded funding to provide home repair services under the Program.
- **Subrecipient** - Nonprofit Organization or participating Agency.
- **TCAD** - Travis County Appraisal District.

Note: The terms "Applicant," "Owner," and "Homeowner," may sometimes be used interchangeably, but will usually mean the owner of record of the Property who resides in the home or at the site of the construction address.

V. PROGRAM ELIGIBILITY

In order to be eligible for assistance under the Program, the participating Agency must document eligibility of the Applicant, eligibility of the Applicant's Property, eligibility of the Project, and eligibility of the service provider.

A. Eligibility of an Applicant. To be eligible an Applicant must meet all of the following requirements:

1. Application: Applicant must submit a complete and accurate application in the form prescribed by the AHFC in accordance with these Guidelines.
2. Income/Need: Applicant's gross annual household income may not exceed 80% of MFI for the City. MFI is based upon HUD's income limits which are developed annually. Income shall be calculated according to the Part 5 Annual Income method of income calculation as defined in 24 CFR 5.609
3. Adherence to Program Requirements: Applicant must agree to adhere to all Program requirements as established in the current guidelines and NOFA.
4. Previous Assistance: Applicant has not received previous assistance under the Program during the fiscal year in which application is currently being made.

B. Eligibility of Property. To be eligible a Property must:

1. Ownership of Property: Applicant must be the fee simple owner of the Property for which repairs are requested. Ownership will be verified through TCAD.
2. Principal Place of Residence/Homestead: Applicant must have occupied and claimed as Applicant's Homestead the Property for which repairs are requested. Homestead exemption will be reflected and verified through the TCAD web site.
3. Location: The Property must be located within the corporate city limits of the City. Properties located in limited purpose annexed (LPA) areas and Extra Territorial Jurisdictions (ETJ) is ineligible.
4. Taxes: It is the responsibility of the Applicant to be current on all property taxes before program assistance can be provided at the time of application.
5. Insurance: Owner must insure and keep insured the property against loss or damage. This requirement may be waived for applicants earning at or below 30 percent of MFI.

C. Eligibility of the Project. To be eligible a Project must:

1. Funding: The Program must have sufficient funds to pay the anticipated costs of the Project, including Program delivery costs.
2. Feasibility: The Project must be economically feasible under the Program assistance limits with the appropriate justification of cost and repairs.
3. Eligible Repairs: Repairs already done/materials previously purchased by homeowner or participating agency or contractor are not eligible: The Project must only be for currently needed repairs and the future purchase of materials needed for such repairs.
4. Cosmetic or General Property Improvements are not eligible: Any portion of the Project which is only for change but not a repair necessity of the property is ineligible.
5. Type of the repairs: Repairs are limited to:
    a) accessibility modifications such as ramps, grab bars and hand rails installation, and cabinets,
    b) electrical, plumbing, mechanical repairs,
    c) exterior siding repair,
    d) window and door repairs/replacements,
    e) drywall and flooring repair,
    f) Structural carpentry pertaining to structural integrity: support beams, rotten floor joists (usually result of leak), rotten wall members,
    g) painting as related to repairs,
    h) roof patches,
    i) roof replacement,
    j) Ceiling fans, and
    k) life safety requirements according to the applicable building code.
6. Project Start Time: The project cannot star until a delivery order (DO) number is issued by AHFC staff.

Repairs under this program need not bring the entire housing unit into compliance with the City of Austin Building Code (s), but the replacement of the major systems shall be completed in accordance with the rehabilitation provisions of the City of Austin Land Development Code. Nonprofit organizations will be responsible for requesting the mandatory construction permits.

Any repair work requiring licensing or skill beyond the non-profit's capacity to provide shall be sub-contracted.

D. **Eligibility of the service provider.** To be eligible as a service provider an organization must be:

1. A Non-profit organization
2. A Non-sectarian organization
3. Determined by the IRS to be a 501 (c) (3) corporation
4. Established for the purpose of benefiting low-and moderate income individuals
5. In good standing with the City-AHFC
6. An organization with capacity to implement and complete the program
7. Experience providing housing repairs service. Evidence of providing at least three (3) years of home repairs services. (Previous contracts with AHFC or any other governmental entity, foundations, national organizations; annual reports)

VI. ASSISTANCE UNDER PROGRAM

A. The program provides up to $15,000 of assistance per home, per year. In addition, AHFC will reimburse subrecipients an administrative fee not to exceed 20% per project. Additional project costs exceeding the program limit may be covered by other programs or funding sources. All funds paid through the Program are paid to the organization performing the work. The homeowner cannot receive funds through the Program, nor can the homeowner be reimbursed for payments made to others for work done outside the Program.

B. **Types of Costs Covered:** The Program will pay the following types of costs:

1. Costs associated with the review and processing of the application;
2. Program delivery costs associated with the Project.
3. Hard costs: construction materials and labor.

4. Soft costs: Specifications, inspections, financing, marketing and management fees included in the 20% of the administrative cost.

C. Ineligible costs include but are not necessarily limited to:

1. Outstanding debts owed the City;
2. Maintenance costs incurred by Applicant;
3. Flood Plain Insurance;
4. Property Taxes;
5. Costs associated with the purchase of the Property;
6. Temporary housing expenses;
7. Costs for the repair or construction of: wet bars; barbecue pits; bathhouses; burglar bars; carpeting for kitchen, bathrooms, or patios; window treatments (*e.g.* draperies, shades, curtains, mini blinds); driveways and parking lots (except repairs to existing); dumbwaiters; fireplaces (except repairs to existing); flower boxes; garage door openers; greenhouses; hot tubs or Jacuzzis; mobile homes; outdoor fireplaces or hearths; patios or decks (except repairs of existing); photo murals; swimming pools or swimming pool decks; television antennae; tennis courts; and permanently affixed kitchen appliances . AHFC reserves the right to disallow other project costs deemed nonessential to furthering the purpose of the project. Exceptions may apply with previous approval only if they are related to the entire project's scope of work.

D. Future Assistance: An applicant receiving assistance from the Program during any one fiscal year, beginning on October 1 and ending September 30, may not receive any additional assistance for the remainder of the fiscal year in which assistance was given. The Program reserves the exclusive right to limit or reject future assistance requests from a previous recipient of Program assistance based on limited funding or if it is determined that there has been lack of due diligence by the recipient in maintaining the property. Priority shall be given to applicants who have not received Program assistance within the last year.

VII. APPLICATION AND ELIGIBILITY DETERMINATION

A Requirements: The application must be complete. In order to be considered complete, it must include the following documents:

1. Original application form completed and signed by applicant and co-applicant.
2. Wages & salaries
    a. Four (4) of the most recent pay stubs (Four consecutive; must be provided for every member of your household who is age 18 or older and employed) or other documentation of wages & salaries. Program does not accept bank statements or copy of checks in lieu of pay stubs.
3. Verification of Benefits and/or Pensions
    a. Proof of amount of 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 amount or prospective monthly amounts for the delayed start of a periodic payment.
4. Verification of other income
    a. Proof of payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. Net income from the operations of business. Proof of amount of periodic and determinable allowances, such as child support payments, spousal support/alimony payments, and regular contributions or gifts received from persons not residing in the dwelling
5. Copy of social security card
6. Copy of picture identification by the applicant and co-applicant (Texas Driver's license or Texas Identification Card or Passport)

The above referenced documents are not all-inclusive. The Program reserves the right to request additional information and documentation from the applicant in order to determine eligibility. The Program is under no obligation to continue to process an application should requested information or documentation not be furnished within the time specified. Should the information not be provided, the application may be considered incomplete and the file closed.

B. Approval/Disapproval: For an applicant to be approved, at a minimum the following must be in place:

1. The applicant has submitted all requested information and documentation.
2. The applicant has been verified as income eligible.
3. The property is located in an approved location.
4. The type of construction has been determined and is cost feasible.
5. There is sufficient fund availability.
6. The applicant is the owner of the property and will use it as the primary place of residence.
7. The applicant agrees to the project terms and conditions.

The Program reserves the right to place additional requirements for project approval on a case-by-case basis.

C. Denial/Cancellation/Closure: Once an application has been reviewed and denied for legitimate Program reasons, the application will be retired and considered closed. If an applicant should wish to be considered for assistance in the future, the applicant must complete and submit a new application in the next fiscal year. The Agency will not retrieve or utilize any previous application information. The Agency reserves the right to cancel any application if the applicant does not provide all required documentation within 30 days of original application. Should an application be terminated, the Agency may notify the homeowner within 15 days of the termination date.

D. Disqualification of Applicants. Any applicant, at any stage of the Program process, who knowingly presents false or misleading information, makes false statement, or misrepresents himself or herself or their financial condition to the Program and/or staff, will be disqualified from the Program. Disqualification can also occur if the applicant fails to work cooperatively and constructively with the Contractor or Service Provider at any stage of the Program process.

VIII. CONSTRUCTION

A. Contractor Eligibility/Registration: Only Contractors who meet minimum eligibility requirements under the Program are eligible to bid on Projects under the Program. Contractors who are interested must apply with AHFC or the selected sub-recipient to be on the registered contractor's list at the City Purchasing Office.

B. Procurement: Subrecipients (Nonprofits organizations) must follow their written procurement policies. Policies need to be reasonable and allow for fair competition and be in compliance with the City of Austin's applicable regulations.

C. Applicant Involvement: Upon review and approval of the preliminary analysis by the Program staff, detailed repair specifications will be developed and reviewed with the applicant. Upon the applicant's approval of the specifications, the project will be bid out to licensed and bonded contractors.

D. Warranty: The Contractor/Nonprofit will provide program Applicant with one (1) Year warranty for labor and materials furnished for the Project or the term required by the applicable regulation. It is the responsibility of Owner to notify the Contractor/Nonprofit of any Warranty claims during the applicable period. AHFC is not responsible for any Warranty claims by Owner. Further, Contractor is not responsible for any Warranty claims due to lack of maintenance or negligence on the part of Owner.

E. Temporary Housing Expenses: The Program will not reimburse the Owner for temporary housing expenses. Most work done under the Program will not require the Owner to vacate the premises. If environmental issues such as lead, asbestos, and mold arise during the project the appropriate agency shall be notified by the Agency in charge for the project.

F. Utility Costs during Construction: During construction, it may be necessary for the Contractor to access and use electricity and/or water to complete construction of the Project. Applicant will pay all costs for such utility usage by Contractor on the Project.

G. Dispute Resolution: It is the responsibility of Applicant, the Contractor and Agency for the Project to resolve any disputes regarding the quality of the work performed both during and after construction. During the course of the Project, AHFC/Sub-recipient may render opinions on contract specifications, work quality or work completion. However, AHFC/Sub-recipient will not serve in any way as an arbitrator or mediator. If Applicant and Contractor are unable to resolve disputes between themselves, dispute may be forwarded to the Construction Manager or designee for review and an opinion on resolution of the dispute. If the opinion is not acceptable to both Applicant and Contractor, they will be required to proceed to Binding Arbitration.

H. Binding Arbitration: In cases where the Applicant and Contractor cannot resolve a dispute under Section IX.G, Applicant and Contractor must then submit the dispute to Binding Arbitration. Binding Arbitration will be administered through an agency selected by the Program. The cost of the Binding Arbitration will not exceed $500 and will be a cost eligible for payment under the AHFC/Sub-recipient contract. The decision of the arbitrator will be final and shall be binding on Applicant and Contractor and will be adhered to by AHFC.

I. Payment to Contractor: Construction may begin after a Delivery Order number is issued and required permits are secured. During construction, the Construction Coordinators from the Agency are to make periodic inspections to ensure work is completed in a satisfactory manner. The Applicant and Construction Coordinator will review work for draw requests and both shall sign off before payment is issued. Funds provided by the Program will not be given directly to the Applicant, but will be retained in City of Austin accounting system and disbursed by AHFC under the Program after required inspections and approvals.

J. Contractual Requirements: A contractual agreement between AHFC and the Subrecipient is required. Subrecipient must agree to provide, oversee, administer, and carry out all activities and work described in the Contract Agreement.

K. Payment to Subrecipient (Nonprofit Organization): AHFC will pay for work that is satisfactory and complete. AHFC will reimburse the

Subrecipient for eligible expenses incurred in the previous calendar month. Funds are requested by the Subrecipient in the manner described in the Subrecipient Agreement. Unless authorized by AHFC, two requests for payments for Operations and Construction shall be requested each month. Appropriate documentation is required

L. Program Operations: The Subrecipient shall develop and maintain a procedure manual to demonstrate how the program is to be carried out. The procedures manual will be submitted to AHFC.

M. Insurance: Subrecipient shall carry Statutory Workers' Compensation and Employers Liability, Commercial General Liability, Business Automobile Liability, and Directors and Officers Coverage on types and amounts of duration according to Subrecipient Agreement.

Any exceptions to the requirements must be approved by the City of Austin Risk Management Division according to the most current regulations.

- Statutory Workers' Compensation and Employers Liability coverage with minimum policy limits for Employers' Liability of $100,000 body injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee shall be provided.
- Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of $500,000 for coverage A & B.
- Business Automobile Liability for all owned, non-owned and hired vehicles with a limit of $500,000 per occurrence for bodily injury and property damage liability per accident.
- Directors and Officers coverage with a minimum of not less than $250,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacity as such.

Specific policy endorsements and provisions are described on the Subrecipient Agreement.

N. Reports and Record Keeping: Subrecipient will require collecting certain data and submitting monthly reports in the format prescribed by the Program Agreement. In addition, Subrecipient will follow the retention periods according to the funding regulations and the City of Austin retention periods. Reports include:

1. Monthly Reports
2. Performance Report
3. Client and Demographics Reports
4. Contract/Subcontract
5. Close-out Report

IX. OTHER PROGRAM REQUIREMENTS

A. Non-Discrimination: It is the policy of the Program, AHFC and the City that there is no discrimination based upon race, color, creed, religion, sex, national origin, disability, student status, marital status, familial status, sexual orientation, gender identity, or age. The Program will operate in accordance with all applicable federal, state and local Fair Housing and Equal Opportunity laws and regulations.

The Program is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Assistance may be obtained by calling (512) 974-3100 (voice) or Relay Texas at 1-800-735-2989 (TDD). Dolores Gonzalez is the City's Section 504/ADA Coordinator. Her office is located at 505 Barton Springs Road, Suite 600. For questions and complaints about Section 504/ADA rights, she may be reached at (512) 974-3256 (voice) or (512) 974-2445 (TTY).

B. Program Performance Measurement: For purposes of reporting the progress and accomplishments under the Program for each fiscal year, a pending Project (application received, under review or under construction) shall not be counted toward the Program unit's annual goal. Complete Projects (construction complete and owner approval given) are counted toward the Program unit goal for the fiscal year.

C. Performance Benchmarks for Subrecipient: The initial term of this program will be for 6 months, with the specific performance benchmarks from the contract start date:

1. At four months: At least 66% of households to be assisted
2. At six months: At 100% households to be assisted, 100% of funds must be committed and 100% of funds drawn down.

Upon meeting or exceeding these benchmarks, Nonprofits may reapply for any remaining funds. Failure to meet benchmarks, however, will prevent further reimbursements and may halt program activities.

D. Default: Default shall exist if any use of GO REPAIR! Funds for any purpose other than authorized in the GO REPAIR! written agreement or any breach of any covenant, agreement, provision, or warrant of the sub recipient made in the GO REPAIR! application or in the agreement.

E. Program Violations: Should an applicant violate Program guidelines, the applicant will be notified of the violation in writing. If the applicant does not take appropriate action to rectify the violation within the time period specified, the Program may seek the legal remedies allowed in their agreement. Although it is not the intent of the Program to gain monetary reimbursement of financial assistance provided to the applicant, the Program may seek legal recourse.

F. Monitoring Plan: The GO REPAIR! Program will be in compliance with the City of Austin Monitoring Plan.

G. Provision of Information: AHFC/Sub-recipients must receive all required information and authorizations to obtain information from Applicant to determine eligibility of the Applicant, the Property and the Project. By making application to the Program, it is understood, agreed and authorized by the applicant that the Program may research, obtain and share credit, financial, and property ownership-related information for the purpose of determining eligibility and the need for Program assistance. The Program may make inquiries and requests for information from past and present employers, landlords, creditors, business associates, etc. for confirmation purposes in order to make a determination of eligibility.

H. Lead-Based Paint: All repairs shall be completed in accordance with the applicable Lead-Based Paint (LBP) regulations of the U.S. Department of Housing and Urban Development in effect at the time this contract amendment is signed. Under the current LBP regulations, Non-profit organizations should be providing all owners of housing constructed prior to 1978 with the booklet *The Lead-Safe Certified Guide to Renovate Right* and must document that the owner has received the booklet by having the owner sign an acknowledgement indicating receipt of the publication.

I. Historical Determination: It will be required by the Agency only if during the permit application review process it is found that:

a.) the structure is designated as a Historic Landmark or

b.) the property lies within a National Registered Historic District or

c.) the structure is greater than 50 years old (provided the scope of work would include demolition other than all or part of an interior wall, floor or ceiling) further review may be required by the Historic Preservation Office.

J. Applicant agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, or reproduce, any and all records of ***Applicant*** related to the performance under this Program. ***Applicant*** shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of ***Applicant*** are resolved, whichever is longer. ***Applicant*** agrees to refund to the City any overpayments disclosed by any such audit. ***Applicant*** shall include section VIII (**Construction**) in all subcontractor agreements entered into in connection with this Program.

K. Publicity Requirements: All print, video, and audio media which makes reference to GO REPAIR! Program and which is intended for public distribution shall contain a statement to the effect that the funding for the program is provided by the City of Austin and the Austin Housing Finance Corporation. Examples include but are not limited to: brochures, pamphlets, flyers, signs, posters, annual reports, press releases, and public service announcements.

X. GRIEVANCE PROCESS

Persons wishing to appeal any action or inaction under the Program shall submit an appeal in writing to the Contract Manager within 30 days of the action or inaction they wish to appeal. Within 15 days of receipt by AHFC of the written appeal, the Contract Manager for the Program reviews the written appeal and submits to the AHFC Treasurer a written summary of the written appeal, along with an explanation of any administrative action taken or recommended to be taken. The Treasurer makes a decision regarding the written appeal. The decision of the Treasurer is final and may not be appealed further.

Guidelines effective day: April 1, 2014.