

ord  
**1999-4915**

**INTRODUCED BY: CHRIS A. TREGRE  
PARISH PRESIDENT**

**ORDINANCE NO. 99-10-4**

**An Ordinance to approve a Cooperative Endeavor Agreement with Jefferson Parish for Construction Management Services in the FY'96 & FY'97 HOME Program.**

**WHEREAS,** St. Charles Parish and Jefferson Parish have worked cooperatively to implement the HOME Program; and,

**WHEREAS,** it is the desire of St. Charles Parish to allow Jefferson Parish personnel to perform construction management services to facilitate owner-occupied housing rehabilitation and replacement housing activities for the FY'96 & FY'97 HOME Program.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Cooperative Endeavor Agreement between the Parish of Jefferson and the Parish of St. Charles is hereby approved.

**SECTION II.** That the Parish President is hereby authorized to execute said Agreement on behalf of the Parish of St. Charles.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

**YEAS:** MINNICH, ALEXANDER, CHAMPAGNE, ABADIE, AUTHEMENT,  
JOHNSON, DUHE, SIRMON  
**NAYS:** NONE  
**ABSENT:** RAMCHANDRAN

And the ordinance was declared adopted this 4th day of October, 1999, to become effective five (5) days after publication in the Official Journal.

CEA Jefferson Parish

CHAIRMAN: 

SECRETARY: 

DLVD/PARISH PRESIDENT: Oct 5, 1999

APPROVED:  DISAPPROVED:

PARISH PRESIDENT: 

RETD/SECRETARY: Oct 7, 1999

AT: 8:45AM RECD BY: 

COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN  
PARISH OF JEFFERSON  
AND  
PARISH OF ST. CHARLES

STATE OF LOUISIANA

PARISH OF JEFFERSON

This Agreement, made and entered into this 15th day of November, 1999, between the Parish of Jefferson, State of Louisiana, acting hereby through its Council Chairman, Aaron F. Broussard, duly authorized to act pursuant to provisions of Resolution No. 90427, adopted on the 3rd day of November, 1999 and the Parish of St. Charles, State of Louisiana, acting hereby and through its Parish President, Chris A. Tregre, duly authorized to act pursuant to provisions of Resolution No. 99-10-4, adopted on the 4th day of October, 1999, for the Jefferson Parish Consortium FY'96 & 97 HOME Investment Partnership Program.

SECTION I - THE PURPOSE

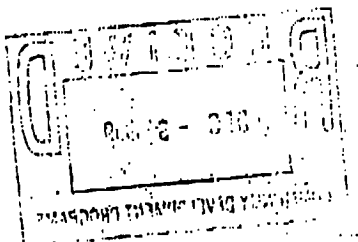
The purpose of this agreement is to facilitate owner-occupied housing rehabilitation and replacement housing activities for St. Charles Parish's FY'96 & FY'97 HOME Program by authorizing Jefferson Parish Department of Community Development Programs personnel to perform construction management services consisting of preparation of work write-ups, construction specifications, plans and specification review (New Construction), conducting inspections and verifying contractor payments.

SECTION II - SCOPE OF SERVICES

**RESPONSIBILITIES I: JEFFERSON PARISH**

**A. Rehabilitation**

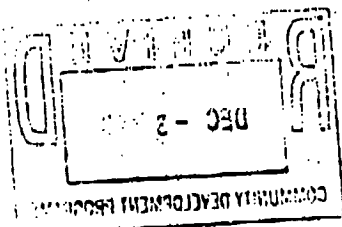
1. Prepare a preliminary feasibility inspection report to determine feasibility within HOME Program guidelines.
2. If preliminary cost estimate exceeds grant limit, provide St. Charles Parish Community Services with attesting documentation and back-up material.
3. If preliminary cost is acceptable (within grant limits), prepare a detailed line-item work write-up including applicable construction specifications to meet all Section 8 Housing Quality Standards (HQS), Jefferson Parish code requirements and energy standards, etc. to conform with HOME Program requirements. One priced and one un-priced copy of each work write-up, with floor plan will be provided to St. Charles Community Services for implementation of the bidding process by St. Charles Parish.
4. Assist St. Charles Parish with conducting a Pre-Bid Conference to be held with the homeowner.
5. Update the RESPEC computer estimating data base to insure that estimated costs are current and accurate and specifications are appropriately defined to assure biddable work write-ups and clear specifications.



- B. Replacement Housing (New Construction)
1. Review Plans and Specifications to determine compliance with HOME Program Guidelines; including site visit.
  2. Assist St. Charles Parish with conducting a Pre-Bid Conference to be held with the homeowner.
  3. Review the Replacement Housing Program and the Anti-Displacement Policy & Procedure, to be developed by St. Charles Parish, which is to be used in conjunction with their Replacement Housing Activity.
- C. Construction Management
1. Perform bi-weekly on site inspections to monitor job progress and quality of work.
  2. Verify, Review and Approve contractor requests for payments when progress reaches the scheduled payment stages of 50% completion and 100% completion on rehabilitation and in accordance with the disbursement schedule attached hereto as "Exhibit A" on new construction. A Jefferson Parish inspector in cooperation with a St. Charles Parish Inspector will conduct on site inspections to determine work has been completed within the terms of the contract and in accordance with specifications.
  3. Review all field reports submitted by St. Charles Parish inspector to monitor job progress.
- D. Change Orders
1. Review all proposals for change orders submitted by contractors and/or St. Charles Parish inspector for cost, quantity, quality of material and justification for change.
  2. If warranted, prepare change orders utilizing the RESPEC program and submit to St. Charles Parish for review and concurrent approval.
  3. If not warranted, recommend an appropriate course of action to resolve the change order discrepancies.
- E. Post Construction Administration
1. Participate in HUD Monitoring visits as necessary to explain and/or verify services rendered in the Housing Rehabilitation/Replacement Housing Program.
  2. Assist St. Charles Parish with information needed to respond to complaints from homeowners/contractors during the construction period through the expiration of the warranty period (i.e., one year from date of final acceptance).

**RESPONSIBILITIES II: ST. CHARLES PARISH**

Prior to undertaking any replacement housing activities, St. Charles Parish will submit for review a detailed description of their Replacement Housing Program and Anti Displacement Policy and Procedure, which is in compliance with the HOME Program Guidelines and other applicable regulations. St. Charles Parish agrees to administer all replacement housing activities in strict compliance with these submissions (as approved) and assumes full responsibility therewith and holds the Parish of Jefferson harmless of any and all liability whether regulatory or otherwise which may arise therefrom.



A. PRE-BIDDING

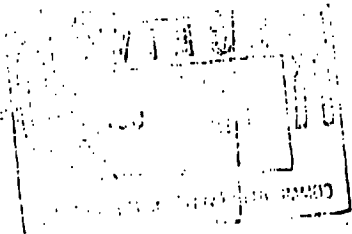
1. Conduct outreach to notify public of available HOME funded housing rehabilitation/replacement Housing Program.
2. Screen all applicants for income and property qualification requirements in accordance with HOME Program requirements and maintain adequate file documentation to attest eligibility.
3. Provide Jefferson Parish with a list of selected homeowners to begin preliminary feasibility inspection reports on rehabilitation.
4. Conduct Environmental Review for all eligible projects and applicants.
5. Provide Jefferson Parish with a complete set of Plans & Specifications on all replacement housing (new construction) activities.
6. Provide an inspector to accompany the Jefferson Parish inspector to Pre-Bid Conference to be held with the homeowner.
7. Maintain on file all documentation associated with homeowner selection and qualification process including preliminary feasibility report, site pictures, pre-bid form, rejection letters, application, mortgage verification, income qualification documentation, etc. for three (3) years beyond the projects' HOME affordability period.
8. Set acceptable standards to qualify contractors for participation in the HOME Program and maintain a list of "Eligible Contractors" with supportive documentation.
9. If preliminary work write-up cost estimate exceeds grant limit, send rejection letter to applicant to inform them of ineligibility status.
10. Administer all activities in strict compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and Section 104(d) of the Housing and Community Development Act of 1974, as applicable.

B. BIDDING PROCESS

1. Send Invitation to Bid to "eligible contractors".
2. Prepare bid packages
3. Let bids
4. Hold bid openings
5. Review and tally bids
6. Award contract to lowest responsible bidder.
7. Notify all bidders of bid award.
8. Submit CMI Project Set-Up to Jefferson Parish Community Development for project funds commitment.

C. CONSTRUCTION CONTRACTING

1. Prepare contract documents
2. Schedule pre-construction meeting for contract execution with homeowner, contractor and Jefferson Parish Inspector.
3. Secure notarization of construction contract, HOME Mortgage, Promissory Note and file documents with Clerk of Court.
4. Issue Rescission Notice to homeowner.
5. Issue Notice to Proceed to contractor, homeowner, and send a copy to Jefferson Parish Community Development.
6. Inspect the rehabilitation work periodically as it progresses with a minimum of two (2) inspections per week evidenced by individual inspection reports on progress, which are to include homeowner's name, property address, contractor, percentage of completion, contract amount, number and amount of anticipated change orders and completion date. Completed reports need to be submitted to Department of Community Development on a weekly basis.
7. Process St. Charles Parish authorized contractor pay requests at 50% completion and 100% completion on rehabilitation and in accordance with the disbursement schedule attached hereto as "Exhibit A" on new construction.
8. Process Jefferson Parish approved change orders, as required and submit a revised HOME Project Set-Up Form to Jefferson Parish Community Development for authorized change orders.
9. Secure notarization of Final Acceptance document and file with Clerk of Court.
10. File Lien & Privilege (L & P) Certificate with Clerk of Court forty-five days after the Final Acceptance is filed.
11. Process Retainage Payment upon receipt of Clear Lien and Privilege Certificate.
12. File Contract Cancellation with Clerk of Court.
13. Duplicate case file documentation in accordance with record keeping checklist and forward pertinent file documentation to Community Development along with Revised CMI Project Set-Up, CMI Completion Report and St. Charles Parish's payment request for reimbursement of 80% of total project cost on Jefferson Parish pay request form.



D. POST CONSTRUCTION ADMINISTRATION

1. Respond to all homeowner complaints in a timely manner.
2. Maintain all case files subject to HUD monitoring for three (3) years beyond the project's HOME affordability period.
3. Submit required HOME Program performance data to Community Development for incorporation into the Consortium's Performance Report for HUD's review.
4. Participate in HUD Monitoring visits to verify services rendered in the HOME Program.

SECTION III - TERM

The term of this agreement shall be for three years beginning at date of execution or until all FY'96 & FY'97 St. Charles Parish project funds allocated to rehabilitation and/or replacement housing are expended, projects are closed out, and the warranty period for household repairs have expired; which ever event occurs first.

SECTION IV - PAYMENT OF SERVICES

For consideration of services to be provided by Jefferson Parish and outlined in Section II - Scope of Services Part I: Jefferson Parish; St. Charles Parish agrees to pay Jefferson Parish an amount not to exceed \$2,300.00 on a per case basis for rehabilitation, and \$2,175.00 for replacement housing as negotiated and agreed upon by both parties.

Appropriate payment for Jefferson Parish services rendered shall be computed in accordance with the following payment schedule:

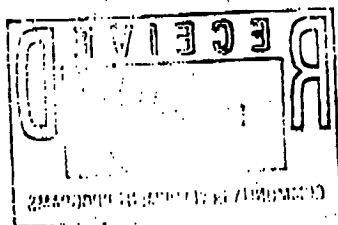
Rehabilitation:

Preliminary Feasibility Inspection	\$ 250.00
Preliminary Feasibility Report	\$ 200.00
Preparation of Work Write-Up	\$ 500.00
Pre-Bid Conference	\$ 150.00
Pre-Construction Conference	\$ 150.00
Inspections/Change Orders	\$ 600.00
Pay Request Processing	\$ 250.00
Project Close Out	\$ 200.00
TOTAL	\$2,300.00

New Construction:

Plans and specification Review (site visit)	\$ 300.00
Pre-bid conference	\$ 150.00
Pre-construction Conference	\$ 150.00
Inspections/Change Orders	\$ 750.00
Pay Request Processing	\$ 625.00
Project Close out	\$ 200.00
TOTAL	\$2,175.00

For those cases which are not successfully completed, the processing fee will be based on completed tasks of the payment schedule, with the applicable processing fee being eligible for payment from St. Charles Parish FY'96 and FY'97 administrative allocations which do not require a matching contribution.



SECTION V - TERMINATION

The terms of this agreement shall be binding on the parties hereto until the term of this agreement is fulfilled, but this agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By either party upon the failure of the other party to fulfill its obligations as set forth in the agreement.
3. By the refusal of the U. S. Department of Housing and Urban Development (HUD) to allow the continued arrangement as set forth in the agreement.

In the event of termination of this agreement as a result of above items 1 and 2 (with the exclusion of item 3), Jefferson Parish shall be paid for work performed in a satisfactory manner prior to the receipt of St. Charles's notice of termination.

SECTION VI - ASSURANCES

Both parties hereto assure that they will comply with the regulations, policies, guidelines and requirements with respect to acceptance and use of HOME funds as specified in 24CFR, Part 92 regulations.

This agreement is executed in four originals, in testimony thereof the parties hereto have executed this agreement on the day and year first above written in the presence of the undersigned competent witnesses:

WITNESSES:

Joseph M. Lopez  
Ann H. Ludwig

PARISH OF JEFFERSON

BY: [Signature]  
AARON F. BROUSEARD  
COUNCIL CHAIRMAN

PARISH OF ST. CHARLES

BY: [Signature]  
CHRIS A. TREGRE  
PARISH PRESIDENT

EXHIBIT A

RESIDENTIAL HOME DISBURSEMENT PROCEDURE

To obtain loans call the building inspector at least 20 days before you want your inspection to be performed. Inspections on the first day an inspection must be performed BEFORE and AFTER CONCRETE IS POURED.

For Inspection, call: \_\_\_\_\_

1<sup>st</sup> Draw 20%

Requires Foundation Survey (Spot Survey) and Elevation Certificate. Lot must be cleared and filled, fillings drives (if required). All elevation completed. Underground plumbing complete. All steel, mesh, and membrane completed. If foundation is on place, sub-floor must be in place. INSPECTION NEEDED BEFORE AND AFTER CONCRETE IS POURED.

\$ \_\_\_\_\_

2<sup>nd</sup> Draw 20%

Requires Flood insurance (if applicable) and Termite Pre-Treatment Certificate. House should be "blackened in." This means the house has been finished and sheathed. The roofing should be felted and the exterior doors (with the exception of the permanent entrance door) and windows should be hung or set in place.

INSPECTION NEEDED.

\$ \_\_\_\_\_

3<sup>rd</sup> Draw 20%

All rough plumbing has been installed. All electrical wiring installed and heating and air conditioning are completed, roofing shingles complete and fireplace rough-in installed.

INSPECTION NEEDED.

\$ \_\_\_\_\_

4<sup>th</sup> Draw 20%

House should be bricked or the exterior walls should be installed. The Sheetrock should be hung, taped and sanded, ready for painting. All millwork should be on site and ready for installation. REQUIRES ACCEPTANCE OF SUBSTANTIALLY COMPLETED HOME.

INSPECTION NEEDED.

\$ \_\_\_\_\_

5<sup>th</sup> Draw 15%

Requires the house to be ready for occupancy. All painting completed, carpet and/or flooring installed and all molding and trim work completed and painted. All appliances and plumbing fixtures set in place. All electrical work complete and air conditioning units installed. Final grading, landscaping (if applicable), walkways, and driveways completed.

INSPECTION NEEDED.

\$ \_\_\_\_\_

6<sup>th</sup> Draw 5%

Receipt of clear Lien and Privilege Certificate.

\$ \_\_\_\_\_

NOTE: IF AN INSPECTION IS ORDERED AND THE STAGE IS NOT COMPLETE, THE CONTRACTOR SHALL PAY A RE-INSPECTION FEE OF \$100.00.

Borrower: \_\_\_\_\_ Date: \_\_\_\_\_

Builder: \_\_\_\_\_ Date: \_\_\_\_\_