

Housing Grantee Handbook
Table of Contents
June 2021

Housing Handbook1

General CDBG Information.....2

 CDBG Program Components2

 Maximum Allowable Costs6

Setting Up the Program.....7

 Staffing.....7

 Developing Housing Rehabilitation Documents10

 Files Set-up17

 Notifying the Public18

 Accepting Applications.....18

 Verification of Eligibility.....18

Inspections19

 Inspections and the Work Write-Up19

 Cost Estimates.....20

 Lead-Based Paint Risk Assessment20

Contracts and Construction.....20

 Preparing a Bid Packet.....21

 Selecting the Contractor.....21

 Conducting Inspections.....23

 Paying the Contractor23

 Certificate of Completion/Invoices.....23

 Lien Waiver24

Attachments25

 1. Sample Property Owner Rental Agreement.....25

 2. Sample Creating a Housing Rehab Advisory Board.....27

 3. Sample Housing Rehabilitation Plan29

 4. Contracts for Deed/Land Sales Contracts40

 5. Sample Repayment Agreement.....41

 6. Sample Demolition Plan43

 7. Housing Rehabilitation Project Log & Instructions.....45

 8. Sample Application.....47

 10. Rehabilitation Project Summary50

 11. Demolition Checklist51

 12. Income Defined (**Removed – page left blank**).....52

 13. Sample Demolition Permission.....53

 14. Housing Rehabilitation Material Application Standard.....54

 15. Sample Bid Tabulation88

16. CDBG Housing Quality Standards	89
17. Sample Contractor Guidelines	99
18. Sample Rehabilitation or Demolition Contract.....	102
19. Sample Lien Prevention Document	112
20. Lead-Safe Housing Rule.....	115
Lead Speak – A Brief Glossary	122
Lead-Based Paint Brochures.....	127

Housing Handbook

Basic CDBG program requirements are contained in the general portion of the *Grantee Handbook* and are applicable to all Housing Rehabilitation grants. This housing supplement is intended to provide guidance relating specifically to housing activities. Throughout this section, references will be made to the general portion of the handbook. However, three areas within the housing program require additional administrative duties:

1. Financial Management

When tracking finances for housing grants, each individual house should be treated as a separate project. So a housing grant will have two ledgers (one for total program and one showing effected properties). All financial transactions related to rehabilitation must be recorded. The administrator, grantee or CDBG field representative at any time should be able to track the complete financial history of the project. This includes all bids, contracts, change orders, invoices and payments.

2. Procurement

In general, community improvement grant contractors are procured one time for a specific task. Unlike community improvement grants, housing projects depend on a pool of interested contractors that are notified of bid opportunities for housing activities throughout the term of the grant.

Many of the effected properties will fall under small purchase procurement policy. This means that the grantee is not obligated to advertise bid opportunities or accept the lowest bid. Grantees should advertise a call for contractors to enhance the competitive bid process. Contractors are then put on a bidders list once all of their insurance and certifications have been verified. Contractors are then notified prior to each bid round of the opportunity for work. Grantees are encouraged to accept the lowest bid; however, the grantee should also engage multiple contractors to move the project along. An example would be that a contractor is limited to an award of two houses on any bid round. Grantees are encouraged to let several homes out to bid at one time. If a grantee has multiple contractors bidding on the homes, they are encouraged to award bids to all contractors if the bids are similar in costs. Selection should be thoroughly documented in the procurement file. If the grantee receives a single bid, they must submit a written request for permission to accept a single bid. Documentation of the procurement steps taken to ensure “open and free competition” should be included with the request.

3. Environmental

All housing projects must undergo the general environmental review process. When dealing with housing projects, however, there are other environmental concerns.

- a. Demolition: Due to the possible presence of asbestos and/or hazardous waste, housing projects that include five or more demolitions must conduct an assessment. Projects with zero – four demolitions only require a CEST review.

- b. Historical Society Clearance: Historical Society clearance will be conducted as a Tier II review. It is not required or recommended to contact Historical Society until specific property is identified. All demolitions and each house to be rehabilitated that is older than fifty years and has its original exterior cladding must receive Historical Society clearance prior to bidding. A written request is sent along with an original picture of the house, the full address and a completed scope of work to the Kansas State Historical Society. During a Tier II review they will respond in writing, and this response must become part of the individual and environmental file.
- c. Rehabilitation in the Flood Plain: CDBG will not rehabilitate homes in the flood plain, only demolition will be allowed.
- d. Special consideration must be addressed when determining the level of review required in a housing project. See notes below and remember during environmental review you must look at total project, CDBG and matching funds. Any project that will exceed requirements below will require an Environmental Assessment.

Note for multi-family residential buildings: Categorical exclusions subject to 58.35 (a) (3) (ii) (c). The estimated cost of rehabilitation is less than 75 percent of the total estimated cost of replacement after rehabilitation.

Note: Reconstruction under CDBG is treated as new construction for the purposes of conducting an environmental review.

4. Conditions

- a. Three homes are to be paid from rehabilitation line item (2a) and must be awarded within one year of the contract start date. No contracts for demolition (removal of homes) can be awarded until the first three rehabilitation homes are completed.
- b. No home can be bid in the last quarter of the contract end date.

I. **GENERAL CDBG INFORMATION - All projects must meet a national objective and be an eligible activity.**

A. CDBG Program Components

The CDBG Housing Rehabilitation program can assist communities with:

- Housing Rehabilitation
- Demolition
- Relocation

1. Housing Rehabilitation

All households receiving housing rehabilitation assistance must meet low- to moderate-income guidelines set by the Department of Housing and Urban Development.

Under the Housing Rehabilitation program, there are three standards of rehabilitation:

1) Minor or Health and Safety, which includes Weatherization, **2) Moderate/Substantial**, whole-house, or Livability and **3) Abatement** or when grantee elects to proceed with rehabilitation over \$25,000 in federal funds. There are a wide variety of rehabilitation approaches that are possible under the CDBG programs (see Attachment 16 for further details on these standards), including:

- Minor rehabilitation, including minor repair programs and single purpose programs, such as emergency repair or handicapped accessibility programs – formally known as Health and Safety;
- Moderate or substantial rehabilitation, including whole house rehabilitation – formally known as Livability;
- Reconstruction – only for owner occupied rehabilitation;
- Lead-based paint abatement – known as abatement with moderate or substantial rehabilitation; and
- Home-based business rehabilitation.

a. Minor Rehabilitation

Under the minor rehabilitation approach, the jurisdiction funds a minor level of repairs only. This might include working on specific work items—such as those items most in need of repair or those in imminent danger of failing. This approach also includes specialty programs such as those designed specifically to address:

- Handicapped accessibility;
- Energy conservation;
- Weatherization;
- Utility hook-ups; or
- Emergency repairs.

CDBG funds can be used to assist the full range of specialty and minor repair programs and it has no minimum investment requirement.

NOTE: The State of Kansas CDBG program will expect the home to be brought to a HQS whole house standard which includes weatherization. This is required unless funded application states differently.

b. Moderate/Substantial Rehabilitation

When a unit requires moderate or substantial rehabilitation, significant repairs are made to the home. This may include rehabilitating all items that do not meet code and involves what is sometimes called “whole house rehabilitation.” This means undertaking substantial repairs throughout the home in order to bring it up to code and to improve the overall livability and functionality of the unit. CDBG is not subject to a maximum value or maximum per unit investment cap; however, all costs must be reasonable and CDBG will not be involved in remodeling.

c. Lead-based Paint Hazard Abatement

Programs that are designed specifically to address lead-based paint in homes can be administered as a part of other rehabilitation activities or can stand alone as separate programs. CDBG funds can be used to cover the costs of evaluating and treating lead-based paint. Removal or treatment of lead paint may be undertaken as a homeowner rehabilitation activity. Under CDBG, lead paint testing and abatement is a stand-alone rehabilitation activity and it can be undertaken as an activity or as a part of other rehabilitation work.

d. Home-based Business Rehabilitation

In many low-income neighborhoods, home-based businesses are common.

Examples might include:

Hair salons, tax or accounting services, or day care. In many of these businesses, the business is run out of the same rooms of the home that are used by the family. For example, the basement may serve as the day care center's indoor playroom during the day and the family's TV area at night.

Under the CDBG rule, program funds can be used to make improvements to single-family residential properties that also serve as places of business. Even if the rehabilitation work is necessary in order to operate the business, the activity need not be considered to be rehabilitation of a commercial or industrial building if the improvements also provide general benefit to the residential occupants of the building.

CDBG RENTAL REHABILITATION

1. Acquiring existing rental housing
 - a. Acquiring rental units for occupancy by LMI tenants would be eligible.
 - b. Must be undertaken by the grantee, a public agency, or a nonprofit organization.
 - c. Can be done with or without rehabilitation.
2. Can be used for Historical Preservation as part of rehabilitation.
3. Conversion of existing non-housing structures to new housing is permitted.
4. Mixed-Income Housing – 51% of the units must be occupied by LMI.

In rental rehabilitation, tenants must be documented to be low- to moderate-income. If the owner of the rental unit can also be documented to be LMI, he/she must contribute a minimum of 15 percent toward the rehabilitation cost in cash. If the owner of the rental unit is non-LMI, he/she must contribute a minimum of 25 percent toward the rehabilitation costs in cash.

The homeowner must sign a rental agreement (see Attachment 1 for a sample rental agreement). This agreement stipulates the following requirements:

- a. The owner agrees to repay the grant on a prorated schedule if he/she sells the property within a period of three years from the date of rehabilitation. However, the governing body may allow the purchaser to assume the obligation.
- b. The owner also agrees that any subsequent tenants within the same three-year period will be LMI.
- c. The monthly rental payment may not exceed the current monthly payment or the Fair Market Rent whichever is less. Landlords are allowed an annual cost of living increase set by HUD.
- d. The owner also shall not discriminate in their rental practices against persons on the basis of race, creed, color, sex, national origin, religion, familial status or disability.
- e. The owner must agree to provide proof of paid property taxes.

CDBG funds may be spent on emergency issues or for handicap accessibility only, outside of the targeted area. Any funds spent outside of the target area on emergencies or accessibility will require prior approval from CDBG staff. This approval is required since it will not be part of the application request.

Any work on mobile homes must be for Health and Safety/Weatherization standard only. In addition, no work may be done on a mobile home built prior to 1976, or on one that is not fully anchored with hitch and wheels removed and is sitting on property owned by the mobile home owner and taxed as real property.

2. Demolition

Demolition of residential structures is an eligible activity within a housing rehabilitation grant. Demolition meets the national objective of “Elimination of Slums and Blight” and, therefore, is not contingent on meeting the LMI requirement. Demolition in the Housing category cannot be commercial property or outbuildings on a property that is not receiving rehabilitation.

3. Relocation

Relocation expenses are allowable to relocate persons living in dilapidated or overcrowded structures. The relocation must be voluntary and follow all the requirements of the Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (URA) (see Acquisition Section in the Grantee Handbook).

B. Maximum Allowable Costs (Restrictions may apply)

- Housing inspection costs are limited to \$800 per unit. This includes all necessary interim inspections, work write-ups and cost estimates.
- The maximum demolition inspection per site is \$500.
- The administrative cost of CDBG Housing Rehabilitation projects cannot exceed the current year’s maximum.

- Lead safe work practices and cleaning for clearance is limited to 10 percent of CDBG rehabilitation costs. This cost must be bid with rehabilitation.
- Risk assessment costs are limited to \$1,000 per unit. This includes all XRF and lab testing, mailing of samples, trip charges and reports associated and/or required for a risk assessment.
- Clearance Inspection costs for lead-based paint is limited to \$300 per unit and is all-inclusive like the risk assessment.
- Relocation required for LBP is limited to \$5,000 per Housing grant.

NOTE: The maximum and minimum spent for rehabilitation and demolition must be reasonable.

II. SETTING UP THE PROGRAM

A. Staff

The quality and success of the housing program depends on the quality and experience of the people implementing the program. In staffing a housing program, it is helpful to understand the specific skills that will be required. There is a need for a person who can work effectively with low- to moderate-income persons, process paper and manage the program. Someone must talk to applicants, visit their homes to complete applications and keep track of the housing program and process.

A well-defined administrative structure is another critical factor for a successful housing project. All CDBG program grants must be administered by an administrator. Commerce maintains a list of persons interested in administering CDBG grants at this link: [Administrator Territories](#). It cannot be stressed enough that no matter who administers the project, whether it is the grantee (city) directly, or a consultant, the grantee is responsible for the work that is accomplished and for compliance with all administrative requirements.

The city and administrator should do everything in their power to not disrupt the homeowner for more than six months. This is from the time of inspection to certificate of completion.

1. Grantee Responsibilities

- Obtain application for processing by the administrators.
- Approve and signing all contracts.
- Determining the manner in which the housing grant is implemented.
- Creating a Housing Board: Although not required, the grantee may create a housing board to help with the administration of a housing rehabilitation grant. (See Attachment 2 for a sample ordinance.)
 - This board is a voluntary unpaid advisory board to the governing body.
 - Their role is defined by the grantee and adopted as an ordinance.
 - The board can assist by performing such duties as promoting the program, accepting applications, verifying and qualifying applications, accepting bids, making recommendations on the selection of bids, etc.

If the city decides that it does not want to establish a housing board, the city council may fill the position of the board.

2. Administrator

Cities should treat the procurement of the administrator like it would any other professional service and check references and qualifications.

The administrator is responsible for helping the city follow all CDBG rules and regulations so that the city can successfully complete the housing rehabilitation grant. The grantee and administrator, at the beginning of a grant, should determine the roles and responsibilities of the administrator. The administrator should be able to advise a city in the implementation of the program and process the CDBG paper work. **IT IS NOT THE ADMINISTRATORS RESPONSIBILITY TO OBTAIN APPLICATION, only to process the applications.**

3. Inspector

In order to be successful, your program needs an inspector with experience and knowledge in the area of housing construction, local codes, inspection (building, electrical, and plumbing) and cost estimating. It is recommended that great care be given to the selection of an inspector. The qualifications should include:

- Two or three years' hands-on experience in construction, preferably in a supervisor position.
- Prior experience as a building inspector in a CDBG program.
- Experience writing work write-ups.
- Knowledge of lead-based paint safe work practices.

The Housing Inspector is responsible for:

- a. Insuring that the city is in compliance with CDBG rules and regulations.
- b. Performing all inspections based on the standard set by the grantee.
- c. Providing the grantee with work write-ups that will bring each home up to an approved standard.
- d. Assisting the city in protecting the program participants by working with the risk assessor, administrator and contractor in determining if there are LBP hazards and what measures are required to protect the occupants.
- e. Others duties as agreed on between inspector and grantee.
- f. During interim inspections, assure that LSWP are being followed and proper notifications are on site. It would also be helpful to document the number of workers on site. This information should be provided to the City and administrator.

4. Lead-Based Paint Risk Assessor

State and federal regulations require that all homes built prior to 1978 be evaluated for lead-based paint regulations. In order to meet these requirements a grantee must hire a lead-based paint risk assessor. A sample Request For Proposal for a risk assessor can be obtained on line or by contacting your field representative. It is recommended that the city adapt this sample for their needs.

Qualifications that should be evaluated are:

- Kansas Department of Health & Environment licensed risk assessor.
- Training in HUD's Lead Safe Housing Rule.
- Familiar with EPA/KDHE Renovation, Repair and Painting (RRP) Rule.

The LBP risk assessor/inspector is responsible for:

- a. Performing risk assessments.
- b. Providing a written risk assessment to the city/homeowner within the 15-day timeframe required by HUD.
- c. Performing LBP Clearance tests.
- d. Providing the city and homeowner with copies of a clearance report within the 15-day timeframe required by HUD.
- e. Other duties as determined between LBP risk assessor and grantee.

5. Contractors

Potential contractors should be identified and efforts made to interest them in program participation. An internet search, the Chamber of Commerce, conversations with construction materials suppliers and word of mouth are all information resources to aid in developing a bidder's list. A review of KDHE's listing of Lead Activity Firm may also be used. Grantees may also advertise for contractors who want to be included on the bidders list. Also, Equal Opportunity activities should yield potential contractors. Efforts must be made to notify Women Business Enterprises and Minority Business Enterprises of bidding opportunities.

The absence of interested and/or qualified contractors can be a major problem for some localities in carrying out their housing program. Depending on the level of construction activity in the locality, home building and remodeling contractors may not be interested in relatively small jobs for repairing homes in poor condition. In order to promote the participation of small contractors, the grantee should try to eliminate procedural barriers and provide as much technical assistance as possible. Bonding and insurance requirements for small contractors can be prohibitive. Some localities have waived bonding requirements and developed alternative ways to protect property owners. The CDBG program recommends that all work be completed before any payment is made. If all work is completed before the payment is made there is no need for additional restrictive requirements.

After building a list, three important steps must be taken to ensure that the work performed is quality work:

- a. The grantee should check references on all contractors considered for rehabilitation projects.
- b. ***The grantee must check with Commerce to verify that the contractor is not on the list of debarred contractors.*** (See the Verification of Contractor Eligibility form in the Labor Section in the Grantee Handbook.)
- c. The grantee must verify that the contracting firm is a license renovation firm by KDHE.

- d. Grantee's file must document that each individual working on site has a certified Renovator's Licenses.
- e. If any type of roofing work appears in the scope work, the general must provide proof of registration or affidavit of exemption from the Attorney General's office. If a sub-contractor will be completing the work they must be registered.

The Contractor will be responsible for:

- a. Completing all items identified in the bid documents.
- b. Completing all work in a timely manner.
- c. Completing all work in a lead safe manner, using lead safe work practices.
- d. Meeting all local, state and national building codes.
- e. Providing a one-year guarantee on all work completed under the CDBG program.
- f. Other duties as agreed between contractor and grantee.

B. Developing Housing Rehabilitation Documents

The housing rehabilitation program requires that several specific documents be developed to facilitate the grant.

1. Housing Plan

State CDBG regulations require that a Housing Rehabilitation Plan is prepared and followed indicating the eligibility requirements of the program and the guidelines for the administration of a housing rehabilitation grant program. The value of developing and utilizing this plan cannot be underestimated. An administrative plan ensures fair and equal treatment of all parties specifically the homeowners, renters and property owners. In addition, the plan will help sell the local program by showing exactly what the program is about and the specific actions that grantees will take if they choose to participate in the program. Finally, the plan will provide a framework for conflict resolution and will allow the various expectations of different parties to be covered. Once expectations become the same, the chances for conflict greatly diminish. A sample Housing Rehabilitation Plan is provided as Attachment 3.

Grantees must submit their housing plan and receive approval from Commerce prior to the commencement of any housing activity. The Housing Rehabilitation Plan must be consistent with the information in the approved application. Any significant variations must have prior written approval from Commerce as a change in scope of work.

The Housing Plan should include, but not be limited to, the following elements:

a. Description of Eligible and Ineligible Activities

Housing units must benefit low- to moderate-income persons. Grantees must clearly set forth all eligibility requirements for receiving assistance. Grantees should specifically state whether rental units or properties located in the flood plain are eligible for rehabilitation. Other requirements may be based upon location or type of unit. A description of the target area should be included if applicable.

b. Application Selection Criteria

Grantees must establish a policy on the order in which households applying for assistance will be served. This may include the development of a priority system for ranking applications. The policy should provide for the timely notice to applicants of the status of their request for assistance. A formal rating system may be used or applications may be handled on a first-come, first-served basis. If a formal rating system is used, rating factors may include income, age of property owner, family size, occupant disability and etc. If a first-come, first-served basis is used an initial deadline should be included. The rating system must be written into the Housing Rehabilitation Plan and followed throughout the program. The Housing Rehabilitation program requires that moderate-income persons do not benefit to the exclusion of low-income persons.

c. Types of Financial Assistance

This information must be consistent with information in the approved project application. Grantees should clearly describe the type(s) of financial assistance offered through the local program. This description must include any terms and conditions attached to the assistance (i.e., deferred loan due-on-sale provisions, requirement for match, policy regarding subordination of mortgage, etc.). For rental properties, procedures for assistance available to property owners should be included (i.e., if the owner is LMI, they must pay 15 percent of total rehabilitation costs; if owner is not LMI, they must pay 25 percent total rehabilitation costs). Grantee must establish a policy to collect match from landlords of rental units prior to the start of rehabilitation.

d. Standards for Improvements

The Housing Plan states that all rehabilitation must be done in conformance with the Grantee Standards. However, the grantee's local codes may be used if applicable.

e. Maximum Amounts of Assistance

Grantees may elect to define the maximum amount of funds that can be committed to a unit. The grantee may adopt the maximum limit, set its own maximum limit or base the limit on the assessed value of the property. The plan for addressing bids over the maximum should be addressed. The grantee may allow the owner to pay the difference or may refuse to allow any expenditure above the maximum established. They may also be allowed to work down some of the line items prior to bidding out the property.

f. "Walk-Away" Policy

Grantees shall follow the procedure for handling projects that due to excessive repair costs or inability to inspect cannot be undertaken by the program. This procedure should provide for the timely notification of the owner of the program's inability to provide assistance.

g. Lead-Based Paint

The Housing Plan should inform the public about the CDBG Lead-Based Paint Regulations. See Attachment 20 for the lead-based paint requirements.

h. Rehabilitation of Mobile Homes

Grantees are encouraged not to rehabilitate mobile homes. However, if a grantee chooses to address mobile homes, then the following conditions must be addressed:

- (1) In order for a mobile home to receive assistance it must be on a permanent foundation with hitch and wheels removed, and the owner of the mobile home also must own the land.
- (2) In addition, the entire property must be taxed as real property.
- (3) No work may be done on a mobile home built prior to 1976.

i. Verification of Eligibility

All income information will be kept confidential. The applicants' income is not subject to the open records requirements. All persons receiving housing funding must be verified to be low- to moderate-income. Total household income from all family members 18 years of age or older living in the home and not attending school full time must be used to determine eligibility. Adjusted Gross Income from the latest years IRS 1040 will be used for income verification. All income tax returns will need to be included for anyone in the household over 18 that are not a full-time student. The most recent tax return must be used – NO EXCEPTIONS. If prior to the income filing deadline the most recent may be previous year; however, if inspection of the property will not take place until after filing date requalification will be required. If filing an income tax return is not required by the IRS, the reason must be documented. Once it is properly documented the household will meet LMI requirements.

Commerce mandates that owners be required to obtain property insurance as a condition for assistance. The purpose is to protect the investment of public funds. Please note that HUD regulation 570.202(b)(7ii) identifies hazard insurance premiums as an eligible rehabilitation cost. Insurance should be in an amount at least equal to the amount of the grant. The grantee should also state other eligibility requirements such as paid property taxes and utility payments. The following kinds of documentation are adequate to verify that property insurance, taxes, and utilities are current:

<u>Type of Information</u>	<u>Verification Source</u>
Insurance	Canceled checks Policy statement
Property taxes and utilities	Canceled checks Receipts

The grantee may wish to consider whether assets will be part of the eligibility criteria to receive assistance and may wish to establish maximum asset amounts in their Housing Plan. An example would be asset limitation of \$100,000, including the house to be rehabilitated for homeowners and \$50,000 for renters. Assets would need to be verified, i.e. through bank statements, county records (land), etc.

Single Family Homes

- Occupied Units – Applicants must qualify as LMI prior to the inspection for rehabilitation is conducted.
- Unoccupied Units – Future occupants must qualify as LMI prior to occupying or purchasing the home. The soft loan will be filed upon completion of the rehabilitation and rental agreement will be filed upon residency.

Multi-Family Homes

- Duplex – At least one unit must be occupied by an LMI household.
- Tri- or Four-plex – 51 percent of the units must have occupants that qualify as LMI.

j. Division of Responsibilities

Grantees should clearly describe the roles and responsibilities of all parties involved in the rehabilitation process, including the grantee, administrator, inspector, homeowner and contractor. If grantees choose to create a local housing board, the role of the board shall also be clearly defined.

k. Grievance Policy

Grantees should establish procedures for the resolution of conflicts. These procedures may include arbitration by a neutral party or use of the local advisory board. This policy needs to include process and time frame of resolution. Grantees may elect to use the grievance policy provided in the housing plan.

l. Inspection Procedures

An initial inspection to determine the scope of rehabilitation work must be done as well as a final inspection after all work is completed. In addition, inspections should be conducted as needed during the rehabilitation construction. A lead-based paint risk assessment must be completed on all homes built prior to 1978. If lead-based paint hazards are identified, the inspector/risk assessor must verify in person that LBP safe work practices have been used. The inspector/risk assessor must conduct a LBP clearance exam once the final inspection is approved. If a contractor does not achieve clearance the first time, it is his responsibility to pay for any additional clearance tests. The city should determine if they will require the contractor to pay for the additional testing up front or if the fee will be withheld from his final payment. The property owner should approve, in writing, the final inspection of the work. If the property owner refuses to approve the final inspection, the grantee should work with the property owner to achieve resolution. The grievance policy might be necessary to address this problem.

m. Procurement

Grantees should establish clear, consistent policies and procedures on the procurement of private contractors. The policy must also ensure that bids are requested from a reasonable number of contractors and that bids are compared on an equal basis.

Grantees are not required to accept the lowest bid however, they must document the reason. Refer to Section 6, Procurement in the Grantee Handbook.

Grantees are encouraged to let homes out to bid in groups of three to five depending on the number of contractors interested in bidding. This encourages competition and will usually increase the number of contractors and keep prices lower.

n. Self-Help

If a grantee wishes to allow owners to do any or all of the rehabilitation, the grantee should establish a policy regarding this issue. This policy should include if and when the use of owners as contractors is permitted and how funds will be disbursed to pay for materials after the work is completed. A written contract is required between the homeowner and the grantee to ensure that the work is completed in a timely manner and meets the appropriate standards.

Grantees may provide the building material and supplies, while the homeowner provides the labor. No homeowner labor shall be paid from grant or local funds. The homeowner must submit a work plan or time schedule that is acceptable to the grantee. The grantee must inspect the work to ensure that the work being done is to code standards and to verify from receipts that all materials and supplies have been installed. Grantees must properly evaluate a homeowner's level of experience if he/she is interested in completing a self-help project. If a self-help applicant wishes to paint his/her own home, the qualifications should be minimal. A homeowner may not paint his own home if LBP has been identified.

If the homeowner chooses to perform his/her own electrical or plumbing repairs, he/she must demonstrate to the grantee's satisfaction that they have Masters Mechanical Certification and/or EPA Approved Certification for Air Conditioning to complete the scope of work in a timely manner. The inspector/homeowner should determine acceptable time frames for the completion of self-help agreements.

o. Construction Management

Grantees should establish policies on the management of construction. This includes policies on the length of the construction period, approval of change orders, and timing of inspections. No rehabilitation work should ever go beyond 60 days. Thirty days are preferred, 45 is acceptable.

p. Ownership Requirements

The applicant must show ownership of the property to be rehabilitated. When multiple names appear on a deed, all parties must sign the contract and repayment agreement. Grantees should state whether they would accept Contracts for Deed/Land Contracts or Life Estates. Homes being purchased under a land contract can be eligible for rehabilitation assistance, if certain conditions are met. Since some low- and moderate-income households purchase their homes using a land contract, it is important to develop a mechanism that permits these families and structures to receive assistance (see Attachment 4).

A **life estate** is the right to use or occupy real property for one's life. Often this is given to a person (such as a family member) by deed or as a gift under a will with the idea that a younger person would then take the property upon the death of the one who receives the life estate.

A **living trust** is an arrangement in which one or more people manage or take care of property for someone else's benefit. A living trust is a trust that is created during your lifetime. In other words, while you are still alive, you transfer title to your property from your name to that of the trustee of the living trust. You can use the trust to gather your property under one document, so that the property is distributed efficiently after your death. If the grantee elects to allow "living trusts" they must be considered a rental unit.

q. Repayment Agreements

Grantees are required to establish criteria that set out repayment of monies spent if the unit is sold within a period of three years. These criteria should be included in the Housing Repayment Agreement (Attachment 5).

r. Relocation (if applicable)

Should the grantee encounter a unit that is determined to be infeasible to rehabilitate, the grantee may wish to offer relocation to the occupants. The Uniform Acquisition and Relocation Act of 1970 are applicable to this situation. All applicants are encouraged to apply for relocation; however, if the grantee encounters a situation that warrants relocation once the project has begun, the grantee should contact Commerce for information and options.

2. Demolition Plan (if applicable)

Many grantees elect to include demolition as a part of their grants. The Demolition Plan should consist of written procedures that the grantee will follow for every property that is demolished (see Attachment 6 for a sample plan). Grantees are encouraged to complete all the demolitions in one to two rounds. This facilitates lower and more competitive bids and the impact is more noticeable.

3. Application

An application must be adopted or developed to determine who is interested and qualified to participate in the housing rehabilitation program. (See Attachment 8)

4. Repayment Agreements

Repayment agreements must be included in all applications and are to be completed prior to any construction started on a home for the contract price or maximum amount allowed. If final payment is less a corrected agreement may be re-written before filing. Agreements must be amended when construction is complete if the project costs have increased. Repayment agreements must be filed within 30 days of project completion. (See Attachment 5)

5. Contractor Guidelines

Contractor guidelines are to be developed to inform the contractor about the administration process of the grant as it relates to the construction phase of the project. These guidelines outline what is expected of the contractor, how the bids will be awarded, and the allowable time frame and how the contractor will be paid. The guidelines should identify all the requirements contractors must meet in order to participate in the program.

CDBG regulations require contractors carry liability insurance. Contractors must hold a certified renovator's firm license. Also, everyone working on site must have LSWP certification and be certified with KDHE. Grantee should verify contractors' information prior to each contract award. Commerce requires contractors to complete the Lien Prevention Document (Attachment 19). Since CDBG has requested homes be completed in 30-45 days, only one payment should occur for each property removing the surety requirement.

The grantee may make stipulations on the bidding of several properties at one time. The grantee may limit the number of houses awarded to not exceed a certain time frame or not award one contractor more than a certain number of houses at one letting. The grantee may consider bids below 20 percent of the cost estimate non-responsive. Some localities have added to local regulations that the contract cannot be awarded to the low bidder if that contractor has a backlog of incomplete rehabilitation jobs or contractor may have more than one open contract. Sample of the contractor guidelines are included (see Attachment 17).

6. General Specifications

All contractors bidding on rehabilitation projects should be provided and must use CDBG General Specifications for acceptable materials and work standards.

7. Construction Contracts

The contract for rehabilitation must include the language and requirements specified in applicable federal, state and local laws binding the program. As with general construction contracts, some federal provisions are triggered depending on the amount of the contract. Davis-Bacon and other labor standards provisions do not apply unless the rehabilitation is to be undertaken in a structure with eight or more units. Most small cities do not become involved in rehabilitation of this type. However, if a structure is considered for rehabilitation with eight or more units, Commerce should be contacted very early for guidance. The Labor Standards and Civil Rights Sections of the *CDBG Grantee Handbook* include the required federal provisions that apply to the program regardless of the number of units being rehabilitated.

The construction contract must include the specifications that were developed from the work write-up and state that no changes will be made unless an official change order is executed by all parties. Provisions should also be considered in the contract which require the contractor to obtain and pay for all necessary permits and licenses; perform all work in conformance with local codes and requirements whether or not covered by the specifications and drawings; keep

the premises clean and orderly during repairs and remove all debris at the completion of work; provide appropriate lien prevention documents; not assign the contract without written consent; and warrant the work for one year from final acceptance (see Attachment 18).

C. File Set-Up

Grantees are required at a minimum to establish a housing general file, as well as individual files on each applicant and contractor. *The record keeping requirements discussed in the CDBG Grantee Handbook must be followed.*

1. General Files

It is important that grantees properly maintain and organize the rehabilitation files to ensure compliance with federal and state requirements and to assist Commerce when monitoring the project.

The general file should contain:

- Grantee's Housing Rehabilitation Plan, including plans for demolition and relocation, if applicable.
- An Ordinance creating a housing board, if applicable.
- Project Logs that provide demographic data on any individual who makes application to the program. These must be maintained throughout the life of the program (see Attachment 7).
- All other CDBG required paperwork.

2. Setting Up Individual Files

Separate files must be maintained for each application for housing rehabilitation regardless of whether the applicant qualifies or not.

Based on the policy in the Housing Plan established to determine who will receive assistance, grantees will proceed with the process of applications.

Rehabilitation Project Summaries may be used in the front of every application file to assist in file organization and completeness (see Attachment 10). This form will help grantees and the administrator see a process in every file. Whatever method is used, it is imperative that the files be kept current. Every step in the applicant's process should be documented in the individual file.

The Demolition Checklist (see Attachment 11), which follows the Rehabilitation Checklist, may be completed in the same way. For every property that is considered for demolition with CDBG funds, a file should be developed.

3. Contractor Files

A contractor file must be kept on contractors bidding on projects funded through CDBG funds. This file should include a data sheet for each contractor documenting information about the firm and the contractor's experience and references. The file should also contain current Certificates of Insurance verifying liability and workers compensation insurance is in place, verification of contractor eligibility and certificates of lead-based paint certification.

D. Notifying the Public

Grantees are encouraged to have accepted pre-applications from potential participants. If a grantee still needs additional participants, they will need to conduct outreach to citizens in the community. This may be done by using, traditional media sources, such as radio, television and newspapers. Brochures and flyers are also commonly used to educate the public about the availability of these grant funds. Distributed in the right places and combined with other outreach activities, these can be very popular. The recommended method that increases awareness is a public meeting to introduce the program and the Housing/Demolition Plan. The success of a local housing program very often relates to the extent of public education the grantee has conducted regarding the program and guidelines.

E. Accepting Applications

A determination will need to be made to determine who will be responsible for accepting the applications when they are returned. This person should be knowledgeable enough about the program to answer any questions the public may have. City staff's communication and people skills are very important during this portion of your project. When working with the applicants, they may be dealing with a variety of human emotions. Some applicants may not have the ability to submit applications, be skeptical of the government or not want to admit they need assistance. A sample application may be found as Attachment 8.

As applications are received, grantees must document demographics and project beneficiaries on every recipient of the Housing program, including those who are disqualified or rejected for rehabilitation assistance on the project log (Attachment 7). After applications are returned, every applicant must be included on a project log, regardless of whether or not they qualify for assistance. The project log is used to track the demographic information and will be part of the monitoring process.

F. Verification of Eligibility

The next step is to determine the eligibility of the applicants. Based on CDBG requirements and the grantee's qualifying factors outlined in the Housing Plan, the grantee will determine if the applicants meet the proper requirements. Documentation of qualifying factors must be kept in the individual files.

1. Income Verifications and recertification

All income information will be kept confidential. The applicants' income is not subject to the open records requirements. All persons receiving housing funding must be verified to be low- to moderate-income. Total household income from all family members 18 years of age or older living in the home and not attending school full time must be used to determine eligibility. Adjusted Gross Income from the latest years IRS 1040 will be used for income verification. All income tax returns will need to be included for anyone in the household over 18 that are not attending school. The most recent tax return must be used – NO EXCEPTIONS.

2. Recertification

Recertification will be required if inspection of the property will not take place until after a new filing date and a new tax return is available. This recertification will be valid as long as property is completed within the six month time frame. The six month time frame starts when the initial inspection occurs and ends when the certificate of completion is signed or clearance on the home documented. However, if project will exceed the time frame, an additional recertification will be required prior to letting the home out to bid.

3. Required Documentation

- LMI Documentation – Latest Income Tax Return or documentation individual not required to file)
- Utility Payments (if applicable)
- Proof of Property Insurance
- Lead-Based Paint Brochure (Attachment 20)
- Demolition Permission (if applicable) (Attachment 13)
- Repayment Agreement

III. INSPECTIONS

A. Inspection and the Work Write-Up

An *initial inspection* of the property must be conducted to determine the type and cost of work necessary to bring the property into compliance with the grantee's established property rehabilitation standard.

The work is conveyed to the grantee and bidding contractors in a written form termed a work write-up and cost estimate. The work write-up must be written so that it is specific, clear and easy to understand, (See Attachment 15 for a sample work write-up.) Housing inspectors must estimate the number of calendar days for completion of all rehabilitation projects. **Contracts are to be issued only for the time recommended by the inspector. Under no circumstances should a contractor take more than 60 days to complete a rehabilitation project. Thirty days is preferred, but 45 days is acceptable.** Reasons for exceptions should be documented in the individual file. This not only delays the program but is an extreme injustice to the homeowner or occupants of the housing unit. In addition, no time extensions on a contract should be granted without a written justification and recommendation from the inspector.

The work write-up will specify all the work that must be done to bring the building to rehabilitation standards. The inspector should specify actions needed to remedy all deficiencies found. The *inspector must certify by signature* that the specified repairs will be adequate to bring the unit up to the rehabilitation standards needed for program compliance.

B. Cost Estimates

Once the work write-up has been prepared, the cost of the work has to be estimated. The cost estimate is necessary to know whether or not the work can be done within the grant limits. The inspector doing cost estimates should be familiar with rates for materials and labor in the community and be able to estimate accurately the time required to complete each task. Good, reliable cost estimates are critical. All adjustments should be made prior to bid letting, unless the bids are just extremely high and the drop-back must be done after bid letting.

C. Lead-Based Paint Risk Assessment

See Attachment 20 herein regarding the requirements for lead-based paint. If a grantee's inspector is certified as a Risk Assessor (RA), the inspection for lead-based paint may be done following the initial general work inspection. If the grantee's inspector is not certified as a RA, a certified inspector must be procured and hired to conduct the lead-based paint inspection. The monies spent on lead-based paint inspections and clearance is not part of the maximum allowable ceiling allowed for addressing the rehabilitation standards.

IV. CONTRACTS AND CONSTRUCTION

Grantees should identify any requirements local contractors must meet in order to participate in the program. This may include bonds, job references, etc. This policy must also have provisions for barring poor contractors from participation in the program and describe the program's minority business enterprise efforts. Each contractor must furnish a current copy of the Certificate of Insurance for liability, workers compensation, roofing registrations, and all proper lead-based paint certifications.

Competitive bids must be opened publicly for housing contracts. Most housing rehabilitation projects fall under the Small Purchases procurement policy as long as they are under \$25,000. Written specifications (Attachment 15) and Material Standards (Attachment 14) must be provided to assure all responders are bidding on the same product or service. Documentation of the bids received must be maintained and a written contract formalizing the scope of work and the terms of compensation is required if the bid exceeds \$2,000. See the Procurement Section in the Grantee Handbook for full explanation.

Regardless of the procurement method, there must be a process to solicit and evaluate the formal proposals by the contractors to undertake the work. Competitive bidding provides the framework for this process. When examining bids grantees may want to consider bids below 20 percent of the cost estimate as non-responsive. This may protect the grantee from contractors underbidding only to add charges later after award.

A. Preparing a Bid Packet

A bid packet will provide interested contractors with sufficient information to make knowledgeable bids. The bid packet should include at least the Contractor Guidelines, work write-up and/or specifications, the summary page of the LBP risk assessment and a bid form.

1. Contractor Guidelines

Contractor Guidelines must be written and adopted by grantee. Additional information was previously discussed in Setting up the Program.

2. Work Write-up and/or Specifications

All contractors must receive a copy of the work write-up so they know what they are bidding on. Grantee should hold a pre-bid conference or walk-through to answer contractor questions about the project and visit the property. Further information about work write-ups is included in a previous section.

3. A portion of the LBP Risk Assessment

Contractors should receive a copy of the page(s) from the risk assessment that identifies where the lead hazards are found. This will enable them to accurately determine the area where safe work practices will have to be utilized and if it will require relocation of homeowners/tenants.

4. Bid Form

The bid form should be exactly like the work write-up minus the cost estimates and include only line item bidding. Contractors are not allowed to submit a lump sum bid.

B. Selecting the Contractor

The contractor should be selected according to the policy established for the contractor guidelines and the file documented accordingly. Unsuccessful bidders must be notified in writing. After the contractor is selected they must submit Part I, of the Lien Prevention Document before any contract is executed or Notice of Award is given. Contractors must be ready to receive Notice of Start of Construction in a reasonable time after award. **Grantee should issue Notice to Proceed within three months of bid opening. REMEMBER THE GOAL: To not disturb a homeowner for more than six months. This time line is from inspection to certificate of completion.**

The Kansas Roofing Registration Act was enacted by the Kansas Legislature and signed by the Governor on April 22, 2013. Under the provision of this law, on or after July 1, 2013, every “roofing contractor” must obtain a roofing contractor registration certificate from the Kansas Attorney General in order to legally provide commercial or residential roofing services for a fee in Kansas.

Due to this law, any contractor providing any type of roofing work in a CDBG project must be registered. If the general is subcontracting the roofing work they must obtain an affidavit of exemption. If any roofing improvement appears in the scope of work, proof of registration must be on file before a contract is awarded or work performed. In other words, if a contract has been awarded but the roofing line item is not yet complete proof of registration is required before work begins. If a subcontractor will be performing the work, the subcontractor must be registered. The **ONLY** exception to this requirement is if the cost of roofing in the contract is below \$2,000. The contractors/subcontractors can find more information about this register at the below site. You, the administrators, may require proof of registration or you can check the registration listing at this same site - <https://ag.ks.gov/in-your-corner-kansas/resources/roofing-registration>.

- C. Following award of the contract, all parties should execute the contract package. It is required that the grantee, the contractor and property owners sign the contract. A copy of the contract must be furnished to each party, with one copy kept in the individual applicant's file.
 1. Notice to Proceed

A "Notice to Proceed" must be issued to the contractor; the time period within which the work should begin and when the work should be completed should be specified. The Notice to Proceed shall be issued within three months after bid opening. As stated previously, the inspector should estimate the number of calendar days on each house, with contracts issued for that amount of time. This should be no more than 30-45 days. Reasons for exceptions must be documented. Under no circumstances should a contractor take more than 60 days to complete a rehabilitation project. Time extensions must be documented, with justification by the inspector.
 2. Change Orders

If the work scope is altered in any manner from what was bid, a written change order must be attached to the contract specifying what work is being added or eliminated. **All parties to the contract must sign the change order.** The inspector must initiate the writing of the change order and sign the change order certifying the necessity of the change.
 3. High Cost Waivers

If a change order causes a project to exceed the maximum CDBG Housing Rehabilitation allowance or 10 percent for lead-based paint, the grantee must submit an explanation and request for a high cost waiver from Commerce prior to work proceeding.

D. Conducting Inspections

In addition to the initial inspection, interim inspections will be necessary as the project progresses. The inspector should be available to the homeowner, contractors and the grantee to answer questions and address concerns. Frequent and thorough inspections are critical to a successful housing rehabilitation project. Inspections should identify and remedy problems as early as practical. Payments should not be made until all faulty work is corrected. If serious deficiencies in workmanship are identified through inspection, contract termination may be considered. Another contractor may be solicited to complete the job. It may be necessary for the grantee to intercede on behalf of the contractor with the property owner who may have unfounded complaints about the work that has been completed.

When the work is completed and a final invoice is received from the contractor certifying completion in accordance with the contract and warranty, a final inspection must be conducted. If the work is satisfactory and complete, the job should be accepted. After the receipt of Part II of the Lien Prevention document and applicable warranties from the contractor, all subcontractors, and suppliers, final payment can be made. A follow-up visit to the property owner in roughly 60 days to see if there are any problems with the job is suggested. If problems have occurred, the property owner may be assisted to obtain corrective action according to the warranty. The property owner should approve in writing the Certificate of Completion/Final Inspection if there are no complaints or grievances. Under no circumstances should a final payment be made to the contractor until all work is satisfactorily completed.

E. Paying the Contractor

Grantees should establish procedures for the disbursement of funds to contractors. These procedures must include a description of any provisions for partial payments or retained funds and must identify the documentation required for release of funds including notarized lien waivers, certificate of completion by inspector and clearance reports. Also, the contractor and owners must sign the certification of completion.

The contractor can be paid in a lump sum but by special circumstance may receive progress payments. If the contractor is paid by progress payments, the contractor may only be paid for work that has been completed and inspected. **Under no circumstances should a final payment be made until the Certificate of Completion, Clearance Report, and Lien Prevention documents have been received.**

F. Certificate of Completion/Invoices or Pay Request

Once the work is completed, the inspector will perform a final inspection. The inspector will sign a Certificate of Completion once all the work complies with the

work write up and change orders, if applicable. The homeowner and contractor will also sign the Certificate of Completion and the inspector will return the Certificate of Completion to the grantee. The Certificate of Completion may also serve as the Final invoices or payment request. The contractor should submit to the grantee an invoice for the amount of the work completed. Inspectors must sign invoices certifying completion of the work before any payments to contractors are made.

H. Lien Prevention Document Waiver

Prior to the contract signing, the contractor will need to submit an original of Part I of the Lien Prevention Document. The administrator must review to assure all major materials (roofing, windows, siding, plumbing and electrical, etc.) and labor are noted in Part I. After all rehabilitation has been completed and prior to final payment, the original Part II must be submitted to the grantee (see Attachment 19). Once again, the administrator must assure releases are obtained for all work.

S-A-M-P-L-E
Property Owner Rental Agreement

THIS AGREEMENT, entered into on this _____ day of _____, 20____, by and between the City of _____ (hereinafter referred to as the Local Public Body) and Landlord/Owner (hereinafter referred to as the Owner),

WITNESSETH:

WHEREAS, the Local Public Body has provided the Owner financial assistance for the repair and rehabilitation of property located at _____; and

WHEREAS, the Owner, at the time of receipt of financial assistance from the Local Public Body was renting or had plans to rent the aforementioned property to persons of low- and moderate-income, as defined by the Local Public Body on data from the U.S. Department of Housing & Urban Development.

NOW THEREFORE, the parties hereto do mutually agree as follows:

TERM: This Agreement shall be in effect for a period of three (3) years after the issuance of a Certificate of Completion.

1. In the event the property is sold during the term of this Agreement, the Owner shall compensate the Local Public Body in an amount as set forth in the Repayment Agreement dated _____. Provided, however, that should the purchaser agree, in writing, to all of the terms and conditions herein, the City Council may allow the purchaser to assume the obligations set forth herein and defer payment.
2. Whereas, the Owner further agrees that any subsequent tenants renting this property within three (3) years from the date of this agreement will have an income that does not exceed the most recently published Department of Housing & Urban Development Section 8 low- to moderate- income guidelines.
3. The monthly rental payment may not exceed the current monthly payment of \$_____ (an annual Federal cost of living increase is allowed), or the Fair Market Rents (FMR) as published annually by HUD, for the county where the real property is located, whichever is less.
4. The Owner shall not discriminate against a person or persons on the basis of race, creed, color, sex, national origin, religion, familial status or disability in the renting or leasing of property repaired with financial assistance provided by the Local Public Body.
5. The owner must agree to provide proof of paid property taxes.

Further, any default by the Owner on the above conditions will result in the Owner repaying the grant according to the Repayment Agreement dated _____.

IN WITNESS WHEREOF, the Local Public Body and Owner have executed this Agreement as of the date first above written.

City of _____

By: _____ Date: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, _____.

Notary Public: _____

My appointment expires: _____

Owner(s)

Signed: _____ Date: _____

Signed: _____ Date: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, _____.

Notary Public: _____

My appointment expires: _____

S-A-M-P-L-E
Creating a Housing Rehabilitation Advisory Board

ORDINANCE NO. _____

AN ORDINANCE CREATING HOUSING REHABILITATION AND CITIZENS ADVISORY BOARD TO SERVE THE GOVERNING BODY OF THE CITY OF _____, KANSAS, IN MATTERS PERTAINING TO THE CITY'S 20 ____ COMMUNITY DEVELOPMENT BLOCK GRANT AND ESTABLISHING SAID BOARD'S FUNCTIONS, DUTIES, AND AUTHORITY.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF _____, KANSAS:

Section 1. Housing Rehabilitation and Citizens Advisory Board Created.

There is hereby created and established a Housing Rehabilitation and Citizens Advisory Board (hereinafter called the Board) to serve the governing body of the City of _____, which shall have the functions, duties, and authority prescribed herein.

Section 2. Membership and Vacancies

The Board shall consist of _____ members to be appointed by the Mayor with the consent of the governing body. All members shall be residents of the City and shall serve the duration of the city's _____ State Community Development Block Grant, No. _____. Any vacancies that occur during the term of said Grant, may be filled for the remaining term by appointment by the Mayor with the consent of the governing body. All members of the Board shall serve without pay.

Section 3. Functions, Duties, and Authority

The Board shall have the following functions, duties, and authority:

1. Serve as citizens' advisory group for community development applications to the state CDBG program.
2. Receive and process applications for housing rehabilitation grants.
3. Receive bids and recommend contract award for housing rehabilitation to Council.
4. Approve final inspections of housing rehabilitation work and recommend that payments are made to the contractor by the City.
5. Establish policy where not otherwise specified.
6. Recommend changes in program guidelines to the governing body of the City.

7. Authorize change orders to work in progress, which authorization shall be subject to appeal in the manner hereinafter set forth in paragraph 8.
8. Have decision-making authority concerning repair of existing housing, provided, however, that the owner of any house who disputes any such decision made by the Board may appeal such decision to the governing body of the City if such appeal is made in writing and filed with the City Clerk within _____ days after the Board's decision is made. Upon receipt of such notice of appeal, the governing body of the City shall set a time and place for a hearing on the appeal and shall give said owner written notice thereof. At such hearing said Owner shall be given an opportunity to be heard and to show why the Board's decision should be modified or overruled. Upon hearing the evidence and testimony presented at such hearing, the governing body of the City shall issue its order either sustaining, modifying, or overruling the Board's decision, which order shall be reduced to writing and mailed to said owner, at his/her last known address, within _____ days after the date of the hearing. The only decisions, which shall be subject to appeal by any owner, shall be those decisions made by the Board pursuant to this paragraph 8 and paragraph 7 above.
9. Board members are not allowed to participate in the CDBG project. Any family members would be subject to conflict of interest processes.

Section 4. Officers

The Board shall elect a Chairman and Vice-Chairman, who shall serve for the duration of said Grant.

Section 5. Meetings and Records

The Board shall determine meeting times and places. Special meetings may be held on call of the Chairman. A majority of the Board shall constitute a quorum for the transaction of business. The Board shall cause a proper record to be kept of its proceedings.

This Ordinance shall take effect and be in force from and after its passage, approval, and publication one time in the official city newspaper.

PASSED AND APPROVED by the Mayor and governing body of the City of _____, Kansas, this _____ day of _____ 20 _____.

Mayor

ATTEST: _____
City Clerk

(SEAL)

**S-A-M-P-L-E
Housing Rehabilitation Plan**

City of _____

The United States Department of Housing & Urban Development (HUD) allocates funds used by the Kansas Department of Commerce for the Community Development Block Grant (CDBG) Housing Rehabilitation program. The City of _____ has been awarded a CDBG grant from Commerce for the purpose of housing rehabilitation within the target area. The maximum amount for rehabilitation is \$_____ per unit. This program is designed to provide housing rehabilitation for low- to-moderate income individuals who own (or rent) a housing unit within the target area.

Applicants will be screened and rated in accordance with eligibility criteria as set out in this Housing Rehabilitation Plan.

The target area is defined as _____.

ELIGIBILITY REQUIREMENTS

Only property located within the target area is eligible for rehabilitation. To qualify, total household income for all individuals 18 years or older living in the home must be less than the low- to-moderate income guidelines set by HUD for _____ County, Kansas. The eligible home must be the primary residence of the applicant for owner-occupied units. *For rental units, the renter must be income-qualified. If the owner of the rental unit is income-qualified, he/she must contribute 15 percent of the rehabilitation cost. If the owner is above income guidelines, he/she must contribute 25 percent of the rehabilitation cost. The owner of the unit must also sign a rent-freeze agreement for a three-year period.*

The total household income (income from all sources of family members over 18 years of age) must be less than the following income limitations:

No. In Household	LMI Income
1	\$ _____
2	\$ _____
3	\$ _____
4	\$ _____
5	\$ _____
6	\$ _____
7	\$ _____
8	\$ _____

Note: The LMI income limits will always use the most current income requirements as established by HUD.

1. The real property taxes and utilities must be current for all properties.
2. Hazard insurance naming the City as an additional insured in at least the amount of the rehabilitation contract will be required. If repairs are necessary to obtain the hazard insurance, then evidence be required showing that coverage will be provided upon completion of the rehabilitation.
3. *The applicant must have owned the unit for at least _____ months prior to the application date.

VERIFICATION OF ELIGIBILITY

All income information will be kept confidential.

Applicants must qualify as low- to-moderate income (LMI) prior to the time the inspection for rehabilitation is conducted. Re-verification will be required if a new income tax return has been filed prior to inspection. Also, re-verification will be required if 6 months has lapsed and rehabilitation has not yet begun.

Adjusted Gross Income from the latest years IRS 1040 will be used for income verification. All income tax returns will need to be included for anyone in the household over 18 that are not attending school. The most recent tax return must be used – NO EXCEPTIONS.

****NET ASSETS***

1. *Additionally, the household residents cannot have access to net assets exceeding \$_____, excluding primary residence, personal vehicle, and household goods.*
2. *Personal financial statements that list the assets and liabilities of each household member over 18 will be required.*
3. *Net assets will be the difference between the fair market value of the asset and the liabilities against it.*
4. *The applicant will be responsible for providing loan balances from the lender in writing or grant permission to the City to obtain.*
5. *Assessed valuation of the property from the real and personal property tax rolls may be used as a comparison for the value listed for real and personal property assets.*
6. *Livestock and harvested crops will be valued at current market prices.*

TYPES OF FINANCIAL ASSISTANCE

1. Households who income-qualify will be awarded CDBG Housing Rehabilitation funds in the form of a soft or deferred loan for the full amount of the rehabilitation costs or the maximum allowed under CDBG guidelines, whichever is less, for a three-year period.
2. A soft loan may be forgiven and considered a grant if all contractual agreements are followed.
3. The homeowners are required under CDBG guidelines to enter into a contractual agreement with the City, which will place a lien against the rehabilitated property for a three-year period to meet the guidelines as set out by the Housing Rehabilitation Plan.
4. The agreement will also stipulate that the unit must be the homeowners' primary residence (unless a rental agreement has been signed), kept and maintained in a standard condition.
5. If within the three-year lien period the homeowner should move from the housing unit, it's allowable to sell to a low- to-moderate income person, who will occupy the unit as the primary residence and will assume the balance of the prorated lien. The City must verify the income of the person intending to purchase the home, or if the home is sold to someone other than a low- to-moderate income individual, the cost of the rehabilitation will be prorated and must be paid back into the City's Housing program by the homeowner. Proration example is shown below.
6. If a homeowner dies within the three-year lien period and has no spouse, the home may be sold or rented to a low- to-moderate income household. If sold or rented to a non-LMI family, the homeowner's estate must pay back the prorated amount on the lien.

For example, if the home is sold in the 13th month following completion of the rehabilitation, then 12/36 or 1/3 of the loan would be forgiven and the homeowner's estate would repay 2/3 of the original amount.

****APPLICATION SELECTION CRITERIA***

First-Come/First-Served

A public meeting will be held to review and explain the application and grant program. Applications must be turned in to City Hall during business hours or by mail or will be taken at City Hall on _____ between ____ a.m. and _____ p.m. Applications will be accepted on a first-come/first-served basis with priority being given to applications received on or before _____, 20____. Applications received after this date will be processed only if grant funds are still available. Individuals having received a Housing Rehabilitation grant in the past are not eligible.

-OR-

Ranking System

A public meeting will be held to review and explain the application and grant program. Applications must be turned in to City Hall during business hours or by mail or will be taken at City Hall on _____ between ____ a.m. and _____ p.m. Individuals having received a Housing Rehabilitation grant in the past are not eligible. Applicants receiving the highest number of points receive first consideration and then in descending order. In the case of equal points the earliest application filing date will serve as the tiebreaker. Points will be awarded as follows:

Income	Points
Less than 70% of the maximum income limit	5
Household Characteristics	
Handicapped/Disabled	5
Elderly (Age 62+)	5
Single Head of Household with dependent children	5
Each dependent in household under 18	2 each

STANDARDS FOR IMPROVEMENTS

This program does not consist of remodeling or cosmetic repairs. The goal of the Housing Rehabilitation program is to add twenty years to the useful life of the housing unit. Housing rehabilitation activities will include only the repairs necessary to meet the Housing Quality Standards (HQS) defined by the Housing Rehabilitation program as determined by the Housing Inspector. Housing units considered for rehabilitation must meet the definitions of a substandard unit and must be suitable for rehabilitation.

“**Substandard**” is defined as a housing unit that does not adequately meet Housing Quality Standards criteria set for the following: Building Exterior (foundation, roof, gutters, doors, windows, and insulation), Heating System, Plumbing System, Electrical Systems/Appliances or Building Interior (ceilings, walls, floors, doors, ventilation, smoke detectors)

“**Suitable for Rehabilitation**” is defined as a substandard house for which it is technically and financially feasible to restore it to a standard condition, given the funding limits of the program.

***Emergency repairs** and **handicapped accessibility** items may be addressed on a case-by-case basis at the discretion of the Housing Board and City Council following the CDBG guidelines. Emergency repairs must be verified by the City’s Housing Inspector and must cause an immediate and overwhelming threat to the home’s occupant. The emergency repair must be brought to code standards.

Only one grant per house may be awarded.

LIMITED/INELIGIBLE ACTIVITIES

The following activities are limited to the identified restrictions:

1. *Mobile Homes.

Mobile homes will not be considered for rehabilitation under this program, or:

- a. Mobile homes will not receive assistance until all other eligible units have been rehabilitated.
- b. The City will only assist mobile homes if they were manufactured after 1976, are on a permanent foundation and the owner of the mobile home also owns the land. In addition, the entire property must be taxed as real property.
- c. The home may only be rehabilitated to the minimum standard.

2. *Rental Units.

Rental units are not eligible, or:

- a. Tenant must be documented to be LMI.
- b. If homeowner is documented to be LMI, he/she must contribute 15 percent of rehabilitation costs.
- c. If homeowner is documented to be non-LMI, homeowner must provide at least 25 percent of rehabilitation costs.

3. *Self-Help.

- a. The City will not allow self-help projects. In the event that the inspector determines the home cannot be rehabilitated for the CDBG Housing Rehabilitation Limits and/or all bids on a home are above the maximum, the applicant would be permitted to accomplish part of the work, and then the property may be re-evaluated/re-bid after the applicant's work was finished if funding is still available; or
- b. The City may allow self-help on a case-by-case basis.
 1. In order to be eligible for self-help the homeowner must demonstrate the necessary qualifications to complete the work that will be performed.
 2. The homeowner must complete all work in a timely manner as determined by the Housing Inspector.

4. *Home being purchased under a contract for deed.

Contracts for deed are not eligible, or:

- a. Any seller must be unable to use the property as collateral and must be unable to convey title to the property unless such a transaction is subject to the land sales contract; legally accepted limitation of the conveyance must exist in recorded form.

- b. The contract or ownership interest must be recorded.
- c. The seller must be obligated to deliver to the buyer a fee simple title to the property on full payment of the contract price, without qualification.
- d. The purchaser must have:
 - 1. Full use, possession and quiet enjoyment of the property;
 - 2. Equitable title to the property; and
 - 3. Full rights of redemption for a period of not less than 90 days unless such rights are afforded by local law.
- e. The purchaser and seller must jointly sign the repayment agreement. The repayment agreement resolves the following:
 - 1. If the buyer moves from the unit prior to the expiration of the repayment agreement, the seller must do one of the following:
 - ii. Rent or sell the dwelling to an LMI person; or
 - iii. Repay a prorated portion of the housing rehabilitation costs.
 - 2. If the seller is not willing to enter into the repayment agreement, the dwelling will not be eligible for rehabilitation.

Without these minimum provisions in a contract, the grantee should assume that the seller has an ownership interest in the property and should be treated as such with regard to state rehabilitation provisions, i.e., treated as a rental.

5. *Living Trust

Living Trusts are not eligible, or:

- a. Applicants meeting all other eligible criteria, and who currently reside on a property with a title held by a Living Trust, are eligible for a rehabilitation soft or forgivable loan.
- b. Income eligibility is determined by the income of the person residing at the property.
- c. The holder of the deed will be required to sign all grant documents.
- d. A property held as a Living Trust must be considered as a tenant and handles as such.

6. * Life Estates.

Homes held in life estates are not eligible, or:

- a. Applicants meeting all other eligible criteria but deed held as life estate is eligible for a rehabilitation soft or forgivable loan.
- b. Occupant must reside on the property as their permanent residence.
- c. Income eligibility is determined by the income of the occupant of the property.
- d. Grant conditions will provide that the grant monies, made available at the time of the rehabilitation be due and payable upon sale or transfer of the property, and upon termination of the life estate of the current occupant.

7. *Home located in a flood plain.

Homes located in a flood plain are not eligible, or:

- a. City must belong to the National Flood Insurance Program.
- b. Individual receiving rehabilitation must have flood insurance.
- c. Rehabilitation must be brought to Flood Plain Standards.

The following activities are considered ineligible:

8. Remodeling or work not required to meet CDBG standards.

“WALK-AWAY” POLICY

If the initial inspection and cost estimate for bringing the home up to Housing Quality Standards indicates that the cost of rehabilitation is expected to exceed the maximum allowable, the homeowner will be notified. The application will be considered a “walk away” until:

1. The homeowner has completed some of the repairs on their own and the estimate of the remaining work would be at or below the maximum allowable. The homeowner is responsible to notify the City when they have the work completed so the property can be re-inspected. All work must be approved by the Housing Inspector.
2. If the homeowner is unable to make repairs they may provide the necessary additional funds within ____ days after they are notified. If the funds have not been deposited at the City within the allotted time, the City will cancel the application, close the file and “walk away” from the property.

If the original cost estimate is below the maximum allowable, the property will be included in the next bidding process. Homeowners will be notified within ____ days after the bid opening if the lowest contractor bid for their home exceeds the maximum allowable. In that event, the applicant will have the option to supply the additional funds. The applicant will be given ____ days to satisfy the requirements for all necessary additional funding. Additional funds must be received in full by the City prior to the execution of the construction contract. If the homeowner cannot provide the additional funds, the City may “walk away” from that home. If the applicant does not respond in _____ days, the City will cancel the application, close the file and “walk away” from the property.

Lead-based paint risk assessment inspections will be completed after the Housing Quality Standards inspection and if the estimated cost for repairs is below \$25,000. If the lead-based paint risk assessment shows lead and repairs cannot be done with containment, which allows a family use of restroom, cooking and sleeping facilities, and the family must relocate to a lead safe housing unit for the duration of the rehabilitation and until the dwelling passes the clearance test. Refusal to relocate will be grounds to “walk away”.

Children, age six or younger, will be required to relocate if lead activity is necessary, even if containment is possible. Refusal to relocate will be grounds to “walk away”.

LEAD-BASED PAINT REQUIREMENTS

The homeowner, contractor, City, Housing Board, Grant Administrator and Housing Inspector will be required to follow all regulations of all state and federal regulations regarding lead-based paint hazards. The appropriate regulations are hereby made a part of this plan.

Participation in the Housing Rehabilitation program is voluntary for all parties. All property proposed for rehabilitation, and built prior to 1978, will be inspected for lead-based paint.

The City will require that children younger than 6 years of age living in a house built prior to 1978 be tested for an elevated blood lead level. If an applicant refuses to allow the child's blood to be tested, the City may elect not to rehabilitate the home.

The City is not required to pay any expenses for relocation of the household that may be required by lead-based paint activities during construction. However, the City recognizes that if relocation is required, it could produce a degree of hardship on the household. It will be the policy of the program to provide the household with \$ _____ per day relocation expense allowance for a household of two persons, plus \$ _____ per day for each additional household member. This allowance will be paid for the actual days the members are **required** to be out of the home. If a family voluntarily relocates during rehabilitation, when relocation is not required, it will be the policy of the City to not pay any relocation expenses.

LEAD-BASED PAINT PRECAUTIONS

All occupants of property to be rehabilitated will be notified of the following:

1. All households will receive both the "Protect Your Family from Lead in Your Home" and "Renovation Right" brochures.
2. All households will receive a copy of the risk assessment report to sign within 15 days after the risk assessment is completed.
3. If lead-based paint is discovered in the assessment, households will receive a "Lead Hazard Reduction Notice" within 15 days after work is completed.
4. All households, which have been identified as having lead-based paint, will receive a copy of the "Lead Hazard Clearance Notice".
5. Require any individual 6 years of age or younger, residing in the home, to have a blood test for elevated levels of lead.
6. Homeowners may sign a waiver to remain in their home if no child six or under lives in the house and the repairs can be completed with self-containment; and restroom, cooking and sleeping facilities are available.
7. Relocation costs to a lead free dwelling may be paid to a homeowner or tenant when the risk assessment shows elevated levels of lead in areas where repairs will be done with or without containment and a restroom, cooking, and sleeping facilities are not available.
8. Participation in the Housing Rehabilitation program is voluntary, therefore, temporary relocation expenses are not required.

ROLES AND RESPONSIBILITIES

Homeowner/Tenant

The homeowner/tenant must agree to abide by all the rules and regulations of the Housing Rehabilitation program and allow the rehabilitation work to be performed on his/her home in accordance with the Housing and Lead Hazard Control Plans, the Material Application Manual, procurement requirements, and/or the CDBG Housing Standards guidelines.

The homeowner/tenant must:

1. Complete a Property Owners' Soft Loan Agreement (Attachment _____).
2. Remove all obstacles from inside and outside of the house in order to view and subsequently work on the dwelling. This may include removing any stored items from areas and cutting any weeds or saplings that may obscure the foundation, or hauling away items stacked in or around the house, or homeowner/tenant must agree to allow debris to be removed from the premises by the contractor or City.
3. Grant access to the dwelling for additional inspections, pre-bid conference inspections, rehabilitation work, ongoing inspections of work, and state monitoring visit.
4. Provide electricity and water to the contractor at no cost.
5. Sign a waiver of liability for the property identified in the application.
6. Provide proof of property insurance and must keep the dwelling insured for the three-year soft loan period.
7. Shall provide documentation of lead blood level for every child age six (6) and under if the home was constructed prior to 1978, prior to rehabilitation work proceeding.
8. Must agree to relocate should it become necessary in order to perform the lead hazard work.
9. Maintain the rehabilitated property in good condition and repair so it will not become a substandard property.
10. *Must fill out an application and supply income documentation for the Weatherization program.
11. **The homeowner will be required to attend the final inspection. If homeowners agree that work is complete satisfactory they must sign the final inspection certificate.** If the homeowner has questions or comments on any of the rehabilitation work it should be mentioned at this time and resolution agreed upon, prior to signing the certificate of completion.
13. If requested, the homeowner must make the home available at a CDBG monitoring visit.

GRIEVANCE POLICY

All grievances or concerns regarding civil rights, fair housing, the City Council, the Grant Administrator, City Clerk/Assistant City Administrator, the Housing Inspector, the contractor(s), the contractor's workmanship, the bid procedure(s), the awarding of the contracts etc. shall follow the grievance policy included in this application. All grievances and concerns should first be made in writing to the City Clerk/Assistant City Administrator. The City Clerk/Assistant City Administrator will then observe the following procedure:

Level 1

The City Clerk/Assistant City Administrator receives a written complaint.

The City Clerk/Assistant City Administrator contacts the Grant Administrator if the controversy is regarding workmanship, client treatment or contractor misunderstandings. The Grant Administrator will contact the Housing Inspector and contractor to meet on site and address the client or contractor concerns. A written resolution will be made to the complainant and a copy of the resolution will be forwarded to the City Clerk/Assistant City Administrator.

The City Clerk/Assistant City Administrator will immediately advance the complaint to level 2 if the complaint is on fair housing, civil rights, procurement or an environmental issue.

The complainant has the right to appeal the decision and must do so in writing to the City Clerk/Assistant City Administrator within five days from the date of the written resolution.

Level 2

The written complaint concerning fair housing, civil rights, procurement, the environment or an appeal of a previous decision will be reviewed by the Mayor, City Administrator and City Clerk/Assistant City Administrator, with the assistance of the Grant Administrator and the City Attorney. If the complaint is a fair housing or civil rights concern, the City may submit the complaint to the Kansas Human Rights Commission, 130 South Market, Suite 7050, Wichita, Kansas, 67202, for investigation and resolution. After review, a written decision will be made to the complainant and the City Council.

The complainant has the right to appeal the decision and must do so in writing to the City Clerk/Assistant City Administrator within five days from the date of the written resolution.

Level 3

The City Clerk/Assistant City Administrator receives a written appeal from the complainant. The City Council will review the appeal with assistance from the City Attorney and Grant Administrator. All written evidence will be made available to the City Council for their deliberation. The City Council shall present a written resolution to the complainant within 15 days of the date the appeal was received.

All grievances/concerns regarding this project should first be made in writing. The letter must be submitted to the City Clerk/Assistant City Administrator. The City Clerk/Assistant City Administrator will then refer the complaint to the appropriate party(ies) to resolve the dispute. Written notice will be given to the complainant within 15 days. If the grievance remains unsolved after this action, the Grant Administrator, Housing Inspector, contractor and the homeowner will

review the situation. Subsequently, a written recommendation of resolution will be forwarded to the Housing Board.

If this problem still cannot be resolved, the Housing Board will make disposition of the complaint from documentation that the complainant, Housing Inspector, contractor and/or Grant Administrator have submitted. Any of the involved parties may be called to appear before the Housing Board for clarification of the matter. At the time the Housing Board agrees, as a group, to make disposition of the complaint, they must in writing state their disposition and how it was determined. The Housing Board will then meet with the City Council to state their disposition of the complaint.

The governing body will then review the complaint at the next City Council meeting. The City Council will determine at that meeting if the Housing Board's decision is acceptable or unacceptable. If it is unacceptable, the City Council has the right to overturn the decision of the Housing Board. At that time the final disposition will be made in writing to the complainant.

Final responsibility for the Housing Rehabilitation program rests with the City. The City will be involved with the Housing Rehabilitation program, perform duties as necessary and will have the final decision in local matters involving this grant.

CONFLICT OF INTEREST POLICY

The City will follow the Kansas Department of Commerce's Conflict of Interest Policy. Persons covered under this policy include: a city employee, elected or appointed official, agent, consultant, officer or any immediate family member or business partner of the above, of the recipient, or any designated public agencies or sub-recipients, which are receiving funds from the CDBG program. A copy of this policy has been adopted and is available for review from the City.

Amendments of these policies and procedures may be made by the City and must be submitted to the Kansas Department of Commerce for approval. When changes in the CDBG guidelines would adversely affect Housing Rehabilitation program applications already under review, such application will be evaluated under the CDBG guidelines in effect at the time of application.

Adoption of the Housing Rehabilitation Plan

This Housing Rehabilitation Plan and all related attachments was approved and adopted by the City Council of the City of _____ on the _____ day of _____, 20____.

City of _____

BY: _____
Mayor

ATTEST: _____
City Clerk

Contracts for Deed/Land Sales Contracts

During the rehabilitation process, a grantee must determine ownership of the property and determine its tenancy. The guidelines specified below should provide guidance to cities in determining whether an occupant has an ownership interest and whether a putative owner is legitimate. Many of the cases in which there is a question fall under the category of land sales contracts. Any such contracts for ownership should contain the following provisions that determine the legitimacy of an ownership interest in many cases.

1. Any seller must be able to use the property as collateral and must be unable to convey title to the property unless such a transaction is subject to the land sales contract; legally accepted limitations on the conveyance must exist in recorded form.
2. The contract or ownership interest must be recorded.
3. The seller must be obligated to deliver to the buyer fee simple title to the property on full payment of the contract price, without qualification.
4. The purchaser must have:
 - a. Full use, possession and quiet enjoyment of the property;
 - b. Equitable title to the property; and
 - c. Full rights of redemption for a period of not less than 90 days unless local law affords such rights.
5. The purchaser and seller must jointly sign the repayment agreement. The repayment agreement resolves the following:
 - a. If the buyer moves from the unit prior to the expiration of the repayment agreement, the seller must do one of the following:
 - ii. Rent or sell the dwelling to an LMI person; or
 - iii. Repay a prorated portion of the housing rehabilitation costs.
 - b. *If the seller is not willing to enter into the repayment agreement, the dwelling will not be eligible for rehabilitation.*

Without these minimum provisions in a contract, the grantee should assume that the seller has an ownership interest in the property and should be treated as such with regard to state rehabilitation provisions, i.e., treated as a rental.

**S-A-M-P-L-E
Repayment Agreement**

THIS AGREEMENT made this _____ day of _____, _____ by and between the CITY OF _____ (hereinafter the “CITY”) and _____ (Hereinafter referred to as HOMEOWNER (S),

WHEREAS, the CITY is authorized to administer CDBG rehabilitation grants utilizing dollars authorized and provided through the State of Kansas and the Department of Housing and Urban Development; and

WHEREAS, the HOMEOWNER(s) has applied to the CITY to be provided funding through the CDBG grant program; and

WHEREAS, the CITY has determined that the HOMEOWNER(s) qualified for receipt of a homeowner rehabilitation grant in accordance with all program rules; and

WHEREAS, the CITY has the responsibility as the disbursing agent for the proper expenditure of certain federal dollars; and

WHEREAS, the HOMEOWNER(s) desire that the CITY disburse CDBG grant dollars in accordance with the grant application; and

WHEREAS, the CITY has disbursed \$ _____ in CDBG rehabilitation dollars on behalf of HOMEOWNER(s), the HOMEOWNER(s) agree:

1. That the correct legal description for the real property is as follows:
2. To continue to own, occupy and maintain insurance on the structure repaired with CDBG funds for a period of three (3) years after the issuance of a Certificate of Completion; and
3. To maintain the rehabilitated property in a “standard condition” so as to prevent substantial destruction of the improvements due to the negligence of the HOMEOWNER(s); and upon breach of any of the aforesaid covenants, the HOMEOWNER(s) agrees to repay the CITY, a sum of money to be computed as follows:

Years After Completion	Percent of Amount of Grant
1	66
2	33
3	0

4. The HOMEOWNER(s) further covenants and agrees that if the structure is totally destroyed by fire, natural disaster, public condemnation or through other causes within three (3) years

after the issuance of a Certificate of Completion, the HOMEOWNER(s) should repay to the CITY, out of any insurance proceeds or other compensation received, a sum of money to be computed according to the schedule set forth above; provided, however, if the HOMEOWNER(s) received insurance proceeds or other compensation in an amount less than the fair market value of the structure after CDBG funded improvements, then the amount to be repaid shall be limited to the total insurance proceeds or other compensation received which is in excess of the fair market value of the structure prior to the CDBG funded improvements.

5. That in the event the HOMEOWNER(s) reside in and retain the real property for three (3) years from the date of the signed Certificate of Completion, this agreement shall expire and become null and void.

WHEREAS; the CITY and HOMEOWNER(s) agree and acknowledge this agreement will be filed as a public record with the Register of Deeds in the County where the real property is located and is intended to provide full public notice of the existence of this security instrument.

IT IS SO AGREED

City of _____

By: _____ Date: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, _____.

Notary Public: _____

My appointment expires: _____

HOMEOWNER(s)

Signed: _____ Date: _____

Signed: _____ Date: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, _____.

Notary Public: _____

My appointment expires: _____

**S-A-M-P-L-E
DEMOLITION PLAN**

City of _____, Kansas

1. Target Area Location: CDBG funds are targeted within an area in the city generally (give location). See attached map. The City of _____ has funds available for the removal of residential structures in residential areas within the target area of _____.
2. Structure Eligibility: Upon request to demolish an unsafe, dangerous or blighted structure, the City inspection staff shall certify that the structure to be demolished is in condemnable condition and presents a hazard to public health and safety. A structure not deemed condemnable by the City inspection staff shall not be eligible for this program.
3. Eligible Activities: Structures that are in condemnable condition would be removed under this plan, in accordance to the ranking system below. Structures to be removed using the CDBG funds would need to be in the target area. Those to be removed with City funds should be within the target area and would comply with the City Voluntary Demolition program. These activities would result in the improvement of the health and safety of area residents.
4. Ineligible Activities: Any activity that does not result in the removal of a blighting influence or improving the health and safety of residents. Property that has not be vacant for more than three (3) months.
5. Expenditure Limits: Cost must be reasonable.
6. Application Procedures: The availability of demolition funds will be publicized to residents of the target area through the local newspaper and other appropriate means. Applicants will be able to pick up forms at the _____ office at City Hall, *street address*, from 8:00 a.m. - 12:00 p.m. and 1:00 p.m. - 5:00 p.m. A copy of the application may be picked up and should be returned to the _____ office.

Applications will be screened and recipients will be ranked by the procedures below. The final determination of recipients and work to be done will be dependent upon findings of the preliminary inspections, cost estimates and contractor bids.
7. Role of Property Owner: Property owners agree to allow the demolition work and to provide access to the property by demolition personnel. Access will be required for preliminary inspections, pre-bid conference inspections, demolition and ongoing inspection of work. A waiver of liability must be completed for each property, which is included in the application.
8. Complaint Procedures: The City of _____ Uniform Building Code Board of Appeals

will serve as an appeal board to hear grievances of individuals regarding the administration and demolition. All grievances shall be answered in writing within fifteen (15) working days of receipt of the grievance. The decision of the Board of Appeals shall be final.

9. Demolition Contract Procedures: Procurement procedures of the CDBG program must be used for procurement of services, materials and products. Competitive sealed bids for demolition will be taken for individual properties.

Bids will be solicited from known contractors and notices to bidders will be publicly advertised. All parties interested in bidding will be provided with a clear and accurate description of the technical requirements of the service to be procured, as well as any other requirements which offers must fulfill and all other factors to be used in evaluating bids or proposals.

In the event that an insufficient number of bids are received, or the bids are unacceptable, the work may be rebid or alternative procurement procedures may be used, such as the Small Purchases Procedures or Non-Competitive Negotiations.

Awards shall be made only to responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to price, as well as such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources.

Bids will be reviewed and approved by the Housing Rehabilitation Staff composed of the City Inspector, Deputy Inspector or contracted staff inspector.

10. Amendments to Demolition Plan: Provisions of the Demolition Plan may be amended by the City Commission and Commerce.

Adoption of the Demolition Plan

This Demolition Plan and all related attachments was approved and adopted by the City Council of the City of _____ on the _____ day of _____, 20____.

City of _____

BY: _____
Mayor

ATTEST: _____
City Clerk

HOUSING REHABILITATION PROJECT LOG

CITY OF: _____ GRANT NO: _____

Head/Household				Income					Activity																
Name and Address	Application #	Race & Ethnicity**	Age	Sex	Disabled	Female Head of Household	No. Persons in Household	No. of Children under 6	Rental Units	Date of Application(*)	LMI 30% / 50% / 80%	ADA Y/N	Date of Inspection	Bid Date	Contract Date	Notice to Proceed	Contractor	H&S/Liv/Emerg/HA/Demo	CDBG Rehab \$	Local Rehab \$	LSWP & Cleaning	Total Cost	Completion Date		

** Categories are: 1-White, 2-Black/African American, 3-Asian, 4-American Indian/Alaskan Native, 5-Native Hawaiian/Other Pacific Islander, 6-American Indian/Alaskan Native & White, 7-Asian & White, 8-Black/African American & White, 9-American Indian/Alaskan Native & White, 10-Other Multi Racial, 11-Hispanic, 12-Non-Hispanic

HOUSING LOG INSTRUCTIONS

Name and Addresses: This is the tenant name and address of the rehabilitated property. If you wish to note the landlord, that is fine. In the case of demolition, please note the owner and property address to be demolished.

Application number: Just an identifier number.

Race and Ethnicity: Please use categories at bottom of form.

Age and Sex: Identify the age and sex of the Head of Household.

Disabled: Show number of Disabled residents in the HH.

Female Head of Household: Yes or No

Number of Children under age of 6: Total number of children under six in HH.

Rental Unit: Yes or No

*Date of Application: Date the application was submitted. Once application is complete, change date and add *.

LMI 30%, 50% or 80%: Insert 30, 50 or 80 depending on where that household falls.

ADA Y/N: Simply answer the question, did the scope of work include any accessibility items. Y (for Yes) or N (for No).

Date of Inspection: This is the date of the HQS inspection.

Bid Date: This is the date the bids were opened.

Contract Date: The date the contract was issued.

Notice to Proceed: Date the Notice to proceed is issued.

Contractor: List the contractor bid was awarded.

H&S/Liv/Emerg/HA/Demo: Show the level or type of work completed on this property.

CDBG Rehab \$: State the total amount of the rehabilitation or demolition cost paid with CDBG funds.

Local Rehab\$: State the amount of rehabilitation or demolition cost paid with local funds.

LBP \$: Show the cost of LSWP/Cleaning for Clearance. For Demolition, please show the cost of inspection.

Completion Date: Show the date the certificate of Completion was signed.

Total cost: This will be the total contract cost (Rehabilitation and LSWP/Clearance). For Demolition this will include demolition and inspection.

Note: When you close-out the grant your rehabilitation amount should equal the rehabilitation line item as well as the LSWP/Clearance. The demolition total should also match the certificate of completion and estimated cash disbursement report.

* Must be completed on all applicants whether or not they received assistance.

**S-A-M-P-L-E
Application**

Please answer all questions. The information is necessary to determine eligibility for the program and for required statistical records.

City of _____ Application No. _____
 Owner Name _____
 Address _____ Telephone () _____
 Street, City, State/Zip

HOUSEHOLD COMPOSITION (List the head of your household and all members who live in your home. Give the relationship of each family member to the head of your household.)

Member No.	Full Name	Relationship	Age
1			
2			
3			
4			
5			
6			
7			

- Does anyone live with you now who are not listed above? Yes No
- Does anyone plan to live with you in the future who are not listed above? Yes No
 Please explain if you answered "Yes" to either question above.

- Are there any Disabled Persons in your household? Yes No How Many? _____
 (A disabled person is defined as a person "who has a physical or mental impairment which substantially limits one or more of the person's major life activities, has a record of such impairment or is regarded as having such an impairment.")
- Racial Background of Primary Income Earner (please check one):
 WHITE BLACK/AFRICAN AMERICAN BLACK/AFRICAN AMERICAN & WHITE
 AMERICAN INDIAN/ALASKAN NATIVE ASIAN ASIAN & WHITE
 AMERICAN INDIAN/ALASKAN NATIVE & WHITE BALANCE/OTHER
 AMERICAN INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AMERICAN
 NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER
- Ethnicity: Hispanic Non-Hispanic
- Is the Head of Household Female? Yes No

Name/Address of employer(s) of household members:

A. Assets:

Cash on hand or in checking account	\$	_____
Savings, retirement accounts	\$	_____
Marketable securities, bonds, CD's	\$	_____
Equity in real estate	\$	_____
All other assets	\$	_____
(Except furniture, auto, personal effects, clothing)		
Total assets	\$	_____

Bank name and address _____

Savings & Loan name and address _____

Other deposits _____

B. Age of your house _____

What rehabilitation do you feel your house

C. needs:

D. Penalty for false or fraudulent statement: _____ Initial _____ Initial

U.S.C. Title 18, Section 1001, provides, "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or make any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five (5) years, or both."

E. Certification by applicant(s): _____ Initial _____ Initial

The applicant certifies that all information in this application, and all information furnished in support of this application, is given for the purpose of obtaining a grant, under the Community Development Block Grant program of the City of _____, and is true and complete to the best of the applicant's knowledge and belief, and that the applicant has read the above statement (Paragraph G) and understands the penalty for false or fraudulent statements.

The applicant further certifies that he is the owner/renter of the property described in this application, and that the rehabilitation grant proceeds will be used only for the work and materials necessary to meet the rehabilitation code standards, as applicable, which are prescribed for the property described in this application. If the Housing Rehabilitation Board determines that the rehabilitation grant proceeds will not or cannot be used for the purposes described herein, the applicant agrees that the proceeds shall be returned herewith, in full, to the Government, and acknowledges that, with respect to such proceeds so returned, he shall have no further interest right, or claim.

The applicant covenants and agrees that he will comply with all requirements imposed by or pursuant to regulations of the Secretary of Housing & Urban Development effectuating Title VI of the Civil Rights Act of 1964 (78 Stat. 252). The applicant agrees not to discriminate upon the basis of race, color, creed, or national origin in the sale, lease, rental, use or occupancy of the real property with assistance of the grant. The United States shall be deemed to be a beneficiary of these provisions both for and in its own right and also for the purpose of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit these provisions have been provided and shall have the right, in the event of any breach of these provisions, to maintain any actions or suits at law or in equity or any other proper proceedings to enforce the curing of such breach.

Verification of any of the information contained in this application may be obtained from any source named herein.

Date	Signature of Owner
Date	Signature of Spouse
Date	Signature of Lienholder (if required)

WAIVER OF LIABILITY

I hereby release the (City/County) of _____, Kansas, from any and all claims of liability arising from the _____ Housing Rehabilitation project.

Date	Signature of Owner
Date	Signature of Spouse

Date received by (city/county) _____ by _____

APPROVED Date _____ OR REJECTED Date _____

Rehabilitation Project Summary

Owner Name: _____ File No.: _____ Application Date: _____

Tenant Name: _____

Address: _____ City: _____ Zip: _____

Income Limit	Family Size/County	Household Income	Date Verified
_____	_____	_____	_____
_____	_____	_____	_____

Authorization for Release of Information Received: Yes

Project Bid Price: \$ _____ Health & Safety:
 Change Orders: \$ _____ Livability:
 Date: _____ LBP: \$ _____
 _____ \$ _____ Landlord Match: \$ _____
Total Cost: \$ _____

- | | |
|--|---|
| 1. Verification of: _____ | 6. Bid Advertisement Date: _____ |
| A. Property Ownership: _____ | 7. High Cost Waiver: _____ |
| B. Paid Property Taxes & Utilities: _____ | 8. Bid Opening Date: _____ |
| C. Property Insurance: _____ | 9. Copy of Bid Tabulation Sheet: _____ |
| D. Historical Society: _____ | 10. Notice of Award Date: _____ |
| 2. HQS Inspection Date: _____ | 11. Contract Execution Date: _____ |
| 3. Work Write-Up Date: _____ | 12. Repayment Agreement Signed: _____ |
| 4. LBP Compliance: _____ | 13. Notice to Proceed Date: _____ |
| A. Pamphlet: _____ | 14. Final Inspection Date: _____ |
| B. Risk Assessment Performed: _____ | 15. Invoice from Contractor and Waiver of Lien: _____ |
| C. Notice of Evaluation to Occupant: _____ | 16. Final Payment Due: _____ |
| D. Clearance Test Date: _____ | 17. Book/Page Number Repayment Agreement Filed: _____ |
| E. Clearance Notice Date: _____ | |
| F. Notice of Reduction to Occupant: _____ | |
| 5. Self-Help Agreement: _____ | |

Demolition Checklist

Name: _____ File No.: _____

Address: _____ City: _____ Zip: _____

DATE

PROJECT ITEM

- | | | | |
|-------|----|---|----------|
| _____ | 1. | Application (Verification of Property Ownership)
(Verification of Paid Property Taxes) | |
| _____ | 2. | Property Description | |
| _____ | 3. | Inspection/Work Write-up | |
| _____ | 4. | Owner Authorization to Demolish/Required Notices Published | |
| _____ | 5. | Bid Process | |
| | | Number of Bids Received | _____ |
| | | Successful Contractor | _____ |
| | | Bid Amount | _____ |
| | | Signed Contract Date (copy for file) | _____ |
| _____ | 6. | Date of Final Inspection | _____ |
| _____ | 7. | Final Payment | |
| | | Date | _____ |
| | | Final Amount | \$ _____ |

Income Defined

Attachment 12 has been removed, page intentionally left blank.

**S-A-M-P-L-E
Demolition Permission**

Date: _____

TO: City of _____, Kansas
(address)
(city, state, zip code)

PERMISSION and authority is hereby granted to the City of _____ upon the following described real estate to-wit:

Otherwise, known as _____
and the undersigned agrees that the City of _____ Kansas, or its assigns, may move, remove, relocate, raze or destroy the structure or structures located on the property owned by the undersigned.

The undersigned further bargains and sells unto the City of _____, Kansas, all of the structures and salvageable materials of whatever nature and description produced by the removal of said structure or structures.

The undersigned hereby certifies that the undersigned is the owner in fee simple of said real estate and said premises are free and clear of all liens and encumbrances of whatever kind and nature except:

The undersigned certifies the property listed above has been vacant for no less than three (3) months of this agreement. _____, 20__ was the last time this property was occupied.

The undersigned further releases and discharges the City of _____, Kansas, from any and all claims, rights or damages caused by reason of such removal, relocation or destruction.

SIGNED THIS ____ DAY OF _____, 20 ____.

SIGNATURE OF OWNERS:

Subscribed and sworn to me this ____ day of _____, 20 ____.

NOTARY: _____

My Commission Expires: _____

HOUSING REHABILITATION MATERIAL APPLICATION STANDARDS

IMPORTANT

Please read material, application and performance standards carefully.

Contractor will obtain and pay for all necessary licenses, permits and privileges required in his work, and perform all work in strict accordance with the laws and ordinances in force in the State of Kansas, and in the locality in which this work is to be performed. Contractor will investigate what Federal, State or Municipal laws and requirements are applicable and comply with all in an approved manner.

Lead Safe Work Practices will be implemented on all homes built prior to 1978 that receive CDBG Housing Rehabilitation funds.

SHOULD THERE BE ANY CONFLICTS BETWEEN THESE SPECIFICATIONS AND THE WORK WRITE-UP, THE PROJECT INSPECTOR SHOULD BE CONTACTED FOR A FINAL DETERMINATION.

3/4/2020

CARPENTRY SPECIFICATIONS

A. Concrete Work

1. The concrete mix shall be 3,000 pounds transit mix or with a 5 1/2 sack mix for both interior and exposed concrete.
2. No concrete shall be poured on frozen ground.
3. All concrete flat work must be over a 2" layer of gravel/sand on compacted earth and be reinforced properly.
4. All flat work concrete must be a minimum of 4" thick with 1/2" pre-molded asphalt or non-bituminous fiber-filled material expansion joints at entrance platforms, steps, intersections with driveways or walks, and in long runs at least every 50'.
5. Control joints must be provided at no more than 5' intervals for sidewalks and 20' intervals for floors, concrete drives, and parking slabs.
6. Footings must be below the freeze line, 8" thick, and reinforced properly with rebar.
7. Foundation walls must be 8" wide and reinforced properly with rebar.

CONTRACTOR MUST CALL FOR A SITE INSPECTION AFTER SITE IS READY FOR CONCRETE AND 24 HOURS PRIOR TO POURING. AFTER 24 HOURS HAS ELAPSED CONTRACTOR MAY PROCEED. NOTIFY THE PROJECT INSPECTOR.

B. Masonry Work

1. No masonry work shall be done when the temperature of the surrounding air is likely to cause freezing.
2. All joints must be completely filled with mortar.
3. All brick, stone, or block used should match, if possible, adjacent work. The owner(s) must approve samples before starting the work, unless the work is to be painted or covered.
4. Soft salmon type brick shall not be allowed.
5. Tuck-pointing shall only be done after the joints have been raked out to a minimum depth of 1/2" and wetted.
6. All damaged, loose, or salmon brick, in area to be rebuilt, must be removed until sound brickwork is encountered.
7. New brick patches must be toothed into and match in the existing work in site, joints, and bond.
8. Veneer brickwork must be tied to frame wall with galvanized wall ties on every third course, 32" on center, and shall conform to above specifications.
9. All new retaining walls over 24" high must have #4 steel dowels placed every 2' and be imbedded at least 6" into the footings.
10. Retaining wall footings shall be three times the thickness of the wall in width and 8" deep, containing three (3) #4 steel rebar.
11. All retaining walls over 24" high shall have weep holes at grade level at 8' intervals.
12. All block replacement foundation walls shall have a galvanized steel bed reinforcement (8" mesh) in 2nd course and 5th course of block. Concrete block or poured wall may be used for all foundation walls.

C. Grade

Shall mean backfill along foundation with topsoil and provide sufficient slope in finish grade to provide drainage away from house.

D. Framing Lumber

1. Must be No. 3 Southern Pine, SB, SPF, standard grade, or better.
2. Studs must be Stud Grade.
3. Allowable spans for floor, roof, and ceiling joists no greater than 24" centers.
4. Bearing partition stud walls may not be less than 2" x 4" studs with dimension perpendicular to the wall, 16" on center.
5. Floor joist spacing may be no more than 16" on center when 25/32" flooring is to be applied directly to the joist; or, 16" on center when any lesser thickness of finish flooring is to be laid over a sub-floor.
6. Gutting of structural members shall not be done without the approval of the Project Inspector.

E. Sub-Flooring

1. Plywood shall be Southern Yellow Pine (SYP), 1/2" minimum where 25/32" finished flooring is to be laid or 5/8" where resilient flooring is to be laid and joists are not over 16" on center.
2. Nail plywood sub-floor to joint at each bearing with No.8 cemented or galvanized, or No. 6 threaded nails spaced 6" on center along all edges, and 10" on center along intermediate members.
3. Install plywood with outer piles at right angles to the joists and staggered so that the end joists in adjacent panels bear on different joists.
4. Common boards used as sub-flooring shall not be over 11" wide or less than 3/4" thick when laid on joist spaced 10" on center, and shall be laid diagonally if hard wood flooring is laid.
5. Nail boards with No. 8 box nails or No. 6b threaded nails, as follows:
 - a. Two (2) nails in 3" boards.
 - b. Two (2) nails in 4" boards.
 - c. Three (3) nails in 6" boards.
 - d. Four (4) nails in 8" boards.
 - e. Five (5) nails in 12" boards.

F. Underlayment

1. Shall be 3/8" structural grade plywood or 1/4" underlayment.
2. Nail underlayment with cement coated, rosin coated, or ring shank nails placed on 4" centers on all edges and over the face of each piece.
3. Cement Board in high moisture area installed using Manufacturer Specifications

G. Finish Flooring

1. Strip Wood Flooring
 - a. Material must be softwood with 25/32" minimum thickness.

- b. Shall be 3 1/4" maximum width.
 - c. Nails shall be as recommended by flooring manufacturer. Blind nail tongue and groove flooring, driving nail at an approximate angle of 50 degrees. Space nails every 10" to 12" on center.
2. Sheet Vinyl Flooring:
- a. Minimum 0.065" gauge overall thickness.
 - b. Shall be 0.025" gauge wear layer, 10' wide rolls.
 - c. The owner(s) shall be shown at least three (3) samples to select from a quality that will cost no more than \$20 per yard including installation.
 - d. Mastic shall be as recommended by flooring manufacturer. (No gluing only along the edges will be allowed).
 - e. All joints and cracks in base shall be filled, smoothed, and leveled.
 - f. Where irregular floor conditions exist, install underlayment to receive vinyl flooring.
 - g. Layout to minimize joints in vinyl flooring. Small strips or patching will not be allowed.
 - h. Owner(s) shall sign color sample.
3. Carpeting and Padding:
- a. The owner(s) will select from at least three (3) carpet samples.
 - b. Based on a specified allowance, not to exceed more than \$20 per yard including installation.
 - c. Owner(s) shall sign color sample.
 - d. Where irregular floor conditions exist, install underlayment to receive carpet.
 - e. Carpet shall be stain and soil resistant treated, FHA approved, and installed in strict accordance with manufacturer's specifications.
 - f. Padding shall be, FHA approved, and installed according to manufacturer's specifications.

CARPET WILL NOT BE ALLOWED IN BATHROOMS, KITCHENS, AND UTILITY ROOMS.

H. Finish Lumber

- 1. Shall be free from tool marks and other objectionable defects.
- 2. *Solid lumber and miscellaneous trim for interior finish shall be vinyl or solid stock white pine, if stained. Finger joints, allowed if painted.*
- 3. All exterior solid lumber and trim shall be sealed against the weather. Exterior porches and all wood meeting the ground shall be treated lumber.
- 4. Porches shall have a top, intermediate, and bottom railing.

I. Exterior Doors

- 1. Doors:
 - a. Shall be new, wood flush, particle core, exterior grade, and standard entrance doors with window light. A pre-hung foam filled insulated steel door is preferred.
 - b. Shall conform to the thickness of the doorjamb and be hung on three (3) 3 1/2 x 3 1/2" butt hinges, flush mounted.
 - c. Shall have a glass window or peep hole (client to decide). If window is desired must be a minimum Low-E Argon gas filled, with a u-value of 0.32 or better as rated by NFRC, or approved equal.

- d. Replacement shall include weather stripping, installation of door sweeps, locksets, and hinges.
 - e. After installation, doors are to be neat in appearance and operate smoothly to insure an airtight seal.
 - f. Replacement doors are to be finished as per painting specifications.
2. Weather Stripping:
- a. All existing weather-stripping (W/S) is to be removed prior to the installation.
 - b. W/S shall be installed on both sides and top of doorjamb and shall be Q-lon (Vinyl clad foam) with aluminum back or equivalent.
 - c. The doorstop shall be caulked as needed to complete the airtight seal.
 - d. Adjust door as necessary to insure airtight seal with the W/S.
 - e. The installation is to be airtight, neat in appearance, without buckling or gaps, and installed in such a manner that it is considered permanent.
3. Sweeps:
- a. Sweeps are to be a metal strip with a vinyl or neoprene insert installed according to the manufacturer's instructions.
 - b. Install on the inside of doors that open inward or on the exterior of doors that open outward, so as not to interfere with the smooth operation of the door.
 - c. Must be installed with mounting screws no further than two inches (2") from each end.
 - d. Bottom edge of the sweep is to touch the threshold for proper seal.
4. Locksets:
- a. Locksets to be installed on exterior doors must be of a keyed type.
 - b. Install according to manufacturer's specifications.
 - c. Two (2) working keys are to be supplied to the client when the new lockset is installed.
5. Thresholds:
- a. Shall saddle try type with door bottom.
 - b. Are to fit snugly between the jambs and fasten with screws, and form an airtight seal between door and threshold.
6. Garage Door:
- a. Must be a 25 gauge galvanized Door.
 - b. Must be insulated Door.
- J. Storm Doors
- 1. Shall mean aluminum clad, solid core construction with baked-on finish, self-storing design to contain two glass panels and one, full-size screen panel. Similar in quality to the Cole Sewell "Solid Saver" Model 530.
 - 2. Shall have closures and hardware including stop springs.
 - 3. Adjust for proper tension and operation.
 - 4. Shall have corner bracing for additional support.

K. Windows

1. Frames, sill, sash, trim, and hardware shall match existing work in design and dimension unless otherwise specified in the work write-up.
2. New windows shall be vinyl-wrapped single-hung Low-E Argon gas filled, with a u-value of 0.32 or better as rated by NFRC, or approved equal.
3. Positive locking devices ("cam action" sash locks) shall be provided on all windows, which are accessible from the exterior, and all existing interior finish hardware shall be made operative or replaced.
4. Finish per painting specifications.
5. Glass and Glazing (for glass replacement).
 - a. Windows shall be glazed or re-glazed, where required, with single strength clear grade B glass.
 - b. Window glazing shall be oil base and contain no asbestos or lead.
6. Putty shall consist of pure linseed oil, pure whiting, natural color, or standard commercial grade putty.
7. Prime all wood sashes before the placing of putty.
8. Glass shall be bedded in putty and secured in place with glazier points and face puttied. All excess putty shall be removed and all glass left clean.

L. Storm Windows

1. Are to be standard aluminum frames, self-storing, with removable sash and screen section similar in quality to the Columbia Series 400.
2. Adjust for proper tension and operation.
3. Shall have corner bracing for additional support.

M. Stucco

1. Mortar for all applications shall consist of one (1) part Portland cement to not less than three (3) or more than five (5) parts of damp loose aggregate by volume. Hydrate lime may be used but shall not exceed 10 percent by weight or more than 25 percent by volume of the cement used.
2. The temperature of the surrounding air shall not be less than 40 degrees F. during application and for at least 48 hours thereafter.
3. Surfaces to receive stucco shall be covered with 3.40 pounds per square yard metal lath lapped at end and sides a minimum of 1", and nailed 10" on center vertically and 6" on center horizontally.
4. Apply a minimum of two (2) or three (3) coats. The final coat shall not be applied sooner than seven (7) days after the preceding coat. Before applying the final coat, the surface shall be dampened evenly to obtain uniform suction.
5. Apply two (2) coats on masonry to a minimum thickness of 5/8".
6. Apply three (3) coats over wood surfaces to a minimum thickness of 7/8".
7. Prior to stucco being painted, it shall be washed down with 5 percent muriatic acid solution and rinsed clean with clear water.

8. Patching of stucco, when called for in the Work Write-Up, shall include the removal of all loose material encountered until sound construction is reached, including the removal of rotted or deteriorated lath.

N. Plastering

1. Gypsum plaster materials shall be standard commercial brands.
2. Mixing and application of gypsum plasters shall be in accordance with American Standard Specifications for Gypsum Plastering.
3. Apply plaster in three (3) coats and in two (2) coats double up work-minimum thickness 1/2".
4. Gypsum lath shall be applied with long dimension across supports and with end joints staggered.
5. Nail gypsum lath with 12 or 13 gauge lathing nails having approximately 3/8" heads spaced not more than 4" on center with a minimum of four (4) nails in each lath. Use six (6) nails for 24" wide lath. Length of nail shall be that which shall provide at least 1" penetration in horizontal supports and 3/4" penetration in vertical supports.
6. Gypsum lath shall not be used as a base for Portland cement plaster.
7. Wood lath shall be securely nailed and wetted down prior to applying plaster.
8. Metal lath shall be applied according to manufacturer's directions whether used for patching or new work.
9. Patching of plaster, when called for in the Work Write-Up, shall include the removal of all loose material encountered until sound construction is reached, including the removal of rotted or deteriorated lath. Crack repair in plaster walls shall be cut out to a depth of not less than 1/4" and a width of 1/4". All areas are to be wetted thoroughly before applying plaster filler.

O. Wallboard (Screws are the preferred method)

1. Shall be tape joint gypsum board, carefully fitted and sized prior to nailing in place. Minimum thickness is to be 1/2".
2. Water resistant gypsum board is to be installed on bathroom walls, or any high moisture area.
3. All joints are to be staggered.
4. Nails or sheetrock screws shall be driven with their shanks perpendicular to the face of the board and seated below the surface of the board without breaking the paper, in accordance with the following:

<u>Thickness</u>	<u>Ceiling</u>	<u>Side Walls</u>	<u>Type of Nail</u>
1/2"	5" O.C.	7" O.C.	No. 4 glue coated
5/8"	6" O.C.	7" O.C.	1-7/8 6d cement coated

5. Perforated Tape Mix:
 - a. Shall comply with the recommendation of the manufacturer. A minimum temperature of 55 degrees F. shall be maintained in the room where the work is done until the cement is completely dry. Follow manufacturer's directions for application.

- b. Over joints, the tape shall be embedded in cement and covered with a thin layer of cement. A second and third coat shall be applied. Each coat shall be dry before applying the next coat. Each coat shall be feather-edged and extended beyond the previous coat, approximately 2". The finish coat shall be sanded lightly and imperfections filled in prior to any painting or decorating.
 - c. Check to see that all nails have been driven so that their heads are below the surface without breaking the paper. Cover nails with three (3) applications of cement, allowing time to dry between each coat painted or other decoration.
 - d. The final coat shall be sanded lightly before application of inside corners and shall be reinforced with tape imbedded in cement and finished the same as b. over joints.
 - e. Outside wood molding, metal molding, or metal corner reinforcement shall protect corners. Metal corner re-enforcement shall be finished with two (2) coats of cement, as specified.
 - f. Provide metal edge trim where wallboard edge abuts dissimilar material.
6. Finish to match existing texture.
- P. Ceilings
- 1. Acoustical tile or 2' x 4' drop grid ceilings may be used.
 - 2. Furring strips, when called for, shall be a minimum of 3/4" x 2" and attached with #8 nails driven through to ceiling joists at 10" intervals.
 - 3. Suspended Ceilings
 - a. Exposed T-Bar, as specified, installed in strict accordance with manufacturer's recommendations.
 - b. Unexposed T-Bar, as specified, installed in strict accordance with manufacturer's recommendations.
 - 5. Plaster/Drywall
 - a. Use a heavy textured spray finish, when required, to repair cracked plaster and/or cracks in ceiling board.
- Q. Siding Repairs/Replacement
- 1. Repairs of siding shall match material of existing siding.
 - 2. Installation of siding shall be 12" lap hard board and/or Smart Siding, unless otherwise noted on the Work Write-Up. Paint as called for in the painting specifications.
 - 3. Remove siding only when called for in Work Write-Up.
 - 4. Vinyl Siding:
 - a. Shall be 46 mills (.046") thick or better.
 - b. Colored completely through.
 - c. Siding shall be installed over a minimum 1/4" fan fold foam core, and all seams must be sealed per manufactures specifications.
 - d. Shall carry a lifetime warranty for defects in material and color fading.
 - e. Warranty shall be placed in the owner(s) name and the contractor shall send all documentation to the company with a copy to the client.
 - f. Installation shall include wrapping all windows, soffit, fascia, porch ceiling, and pillars, et al.
 - g. Any exterior painted surfaces (including window sash) not wrapped shall be painted according to the painting specifications.

- h. Owner(s) shall pick one siding color and one trim color from samples of siding and a complimentary trim color.
 - i. Owner(s) shall sign sample of color choice. No bright or “hot” colors allowed.
 - j. Install according to vinyl siding institute. www.vinylsiding.org
- R. Caulking
 - 1. Caulk shall be appropriate for materials being sealed. All caulk shall have a material life of at least 15 years.
 - 2. Fully caulk around the following areas:
 - a. Window and door frames - all sides.
 - b. Where different materials meet.
 - c. Inside and outside corner trim boards.
 - d. Between foundation and wall plates or siding.
 - e. Around vents, fans, and window air conditioners.
- S. Interior Doors
 - 1. Shall be 1-3/8" hollow core.
 - 2. Must be stained or painted to owner’s option.
 - 3. Complete with hardware and latch set.
- T. Wallpapering - Not Allowed
- U. Water Resistant Paneling
 - 1. Install FRP paneling, per manufacturing specifications for high moisture areas.
 - 2. Secure to sound backing using adhesive as recommended by manufacturer.
 - 3. Owner(s) to select color and pattern from manufacturer’s standard items. Owner(s) to sign sample selection.
- V. Wood Paneling
 - 1. Shall be 3/32" minimum thickness.
 - 2. APA A-D interior paneling.
 - 3. Furnish and install wood trim as required for a complete installation. Stain trim to match paneling.
 - 4. Paneling to be selected by owner(s) based on specified allowance.
 - 5. Owner(s) to sign sample of selection.
- W. Kitchen Cabinets
 - 1. Job Built:
 - a. Shall be 3/4" fir or birch plywood with solid wood band on all exposed edges.
 - b. Stain a minimum of two (2) coats of lacquer (selected by owner(s)).
 - 2. Factory Built:
 - a. Residential grade, standard construction for wood cabinets.
 - b. Standard stain finish (selected by owner(s)).
 - c. Laminated (heat and stain resistant) counter top and edge trim with back splash.

3. Upper Cabinets:
 - a. Two (2) adjustable shelves.
 - b. Doors complete with hardware.
 4. Base Cabinets:
 - a. Continuous drawers with standard glides across top section of all cabinets except sink area.
 - b. One (1) adjustable shelf behind doors - all areas below drawer sections.
 - c. Laminated (heat and stain resistant) counter top and edge trim with back splash.
 - d. Cabinets complete with hardware.
- X. Insulation - All insulation material shall be cellulose, unless otherwise specified in the Work Write-Up. All attics must be insulated to an R-38, where possible.
1. Insulation Barrier:
 - a. Install insulation barriers specifically manufactured for use with the type of insulation installed.
 - b. Installation is to be in accordance with manufacturer's recommendations.
 - c. All chimneys, flues, recessed lights, and heat producing sources are to have insulation barriers around them.
 2. Gable Vents:
 - a. Openings are to be cut with close tolerance to insure a watertight fit.
 - b. Vent is to be nailed or screwed into the frame.
 - c. All damaged siding is to be repaired or replaced. Siding without sheathing behind it is to have the vent framed in and mounted on the frame to insure a tight fit.
 - d. Ventilation ratio shall be not less than 1/300.
 3. Roof Vents:
 - a. Roof vents are to be prepared and cut to close tolerance to insure a watertight fit.
 - b. The hole in the roof shall be no smaller than the throat size of the vent being installed so as not to restrict airflow.
 - c. Discarded materials are not to be dropped into the attic area. The Contractor shall remove discarded materials from the work site.
 - d. Vents (galvanized or aluminum NAS) are to be sealed and nailed with galvanized or aluminum nails.
 - e. If the high/low method is used in installing roof vents, 50 percent of the vents must be located in the upper portion to be ventilated at least 3' above lower vents, with the remaining 50 percent of the required ventilation provided by eave, soffit, or roof vents.
 - f. In the case of the high/low method of ventilation, a ratio shall not use less than 1\150.
 - g. Vents are to appear evenly spaced from the ground and be neat in appearance.
 4. Soffit Vents:
 - a. Vents are to be installed to insure free ventilation space to the attic area.
 - b. Vents are to be evenly spaced and a uniform distance from the sidewall.
 - c. Vents are to be screwed to the soffit.
 5. Attic Access:
 - a. R-19 batt insulation is to be stapled or nailed to the top of the door.

- b. Insulated manufactured doors may also be used. Insulation dams are to be constructed from 1" x 10" or better and are to be used to hold back attic insulation.
 - c. All attic accesses are to be weather-stripped using foam, tubular, or metal flap weather strip, nailed, or placed on the jamb.
 - d. When rebuilding an attic access, use 1" x 4" for the jamb and doorstop to form the flange. The door itself can be made of 3/4" plywood and insulated with R-19 batt insulation. 1" x 4", or smaller, is to be used as casing. The door and surrounding area is to be airtight. Damaged ceiling area is to be repaired with like materials, all wood installed is to be sealed against moisture.
6. Floor Insulation:
- a. R-13 batt insulation is to be installed between floor joists, unless otherwise specified.
 - b. Insulation is to be secured with nails, staples, or wire.
 - c. The vapor barrier shall be towards the conditioned side.
7. Duct Insulation:
- a. All loose joints on hot air ducts (also air conditioning ducts in attics) shall be sealed to prevent air leakage.
 - b. The ducts are to be wrapped using a standard R-5 or better vinyl wrapped fiberglass batt or standard duct wrap.
 - c. Cellulose can be blown against the ductwork to hold the insulation.
 - d. Duct insulation installed in a basement or crawl space is to have a vapor barrier installed to the outside.
8. Wall Insulation:
- a. Walls shall be insulated to a minimum of R-13.
 - b. Building codes shall be considered regarding knob and tube wiring situations.
 - c. All exterior walls are to be insulated.
 - d. Siding is to be removed and replaced.
 - e. Damaged siding is to be replaced.
 - f. All sidewall insulation shall be densely packed cellulose.
9. Perimeter Insulation:
- a. R-13 faced fiberglass is to be securely fastened to the underside of the floor, extending down the boxing area, unless otherwise specified.
 - b. Covers the inside foundation wall and then out into the crawlspace at least 2'.
 - c. Vapor barrier, shall be 6 mil plastic with 2' overlapped seams.
10. Insulation Material (Mineral):
- a. Fiber Material or Product:
 - (1) Blanket batt conformance to F.5. HH-1-521E and ASTM C665-70.
 - (2) Board conformance to F.5. HH-1-526C and ASTM C612-70 or C726-72.
 - (3) Duct Material Conformance to F.5. HH-1-558B.
11. Insulation Material (Organic Fiber):
- a. Cellulose conformance to HH-1-515D dated April 1988.
 - b. Block and Board conformance to F.S. LLL-12-525A and ASTM C208-72 and fire safety requirements.

12. Water Heater Blanket:
 - a. Specifically manufactured for the purpose.
 - b. Minimum R-5.
 - c. Capable of meeting a flame spread classification not to exceed 150 (per ASTM E-84).

PLUMBING AND HEATING SPECIFICATIONS

A. Water Piping

1. Above ground shall be type L copper tubing with copper solder joint fittings made up with 95-5 solder as recommended by manufacturer or PEX.
2. Connections to valves shall be made with N.P.T. to solder adapters.
3. Schedule 40 PVC cold plastic water pipe may also be used for water piping and Schedule 40 CPVC for hot plastic water piping.
4. All plastic water pipe shall be supported every 4'.
5. The site of new pipes shall be in conformance with the Uniform Plumbing Code. Valves shall be 150# brass with ends similar to fittings. Valves shall be provided at each piece of equipment to permit removal without shutting off service. Unions will be provided to permit removal of equipment without cutting pipe.
6. Supply lines to faucets shall be flex lines or copper tubing.
7. Shut-offs is required on all supply lines.

B. Plumbing Fixtures

1. Trim shall be chrome plated and supplies to each water closet shall be provided with stop valves to permit removal without shutting off service.
2. All plumbing fixtures and trim called for in the Work Write-Up shall be of standard grade equal to American Standard, Crane, or Kohler.
3. Shower shall have a rod and shower curtain installed, at minimum.
4. Bath Fans
 - a. Maximum sone rating of 1.5.
 - b. Fans to be installed according to manufactures specs.
 - c. Ductwork shall be insulated. Short straight runs if possible.
 - d. Use hard duct elbows, sealed and insulated, if turns are 90 degree or greater.
 - e. All connections on ductwork shall be mechanically fasten and sealed.
 - f. Fans must vent to exterior through roof or wall cap with termination to keep animals out.

C. Kitchen Equipment

1. Sink shall be double compartment stainless steel or enameled steel with self-sealing edge.
2. Refrigerator shall be a minimum 18 cu. ft., self-defrosting, 2-door unit appliance. Must be energy star rated.
3. White, Black or Almond (major brand mid priced model).
4. Ranges shall be electric or gas, with oven and oven light, and timer. White, Black, or Almond (major brand mid-priced range).
5. Gas ranges shall be attached to the gas supply with a steel flex gas line and shut off.

D. Heating Systems and Air Conditioners (AC)

1. Every heater that is existing or installed must be equipped with the following:
 - a. One hundred percent safety.
 - b. Code approved, metalbestos vent.
 - c. Proper gas piping and stops, installed in accordance with recommendations of the Uniform Plumbing Code.
 - d. Shut-off valves.
 - e. All transite vents are to be removed.
 - f. Blower.
 - g. New Thermostat.
2. If no local codes, must meet National Gas Code (NGC).
3. All new heating and AC units shall be sized and installed to provide sufficient heating and proper distribution for the size using manual J or equivalent sizing procedure requirements of the individual house. HVAC systems shall not be oversized by more than 15 percent.
4. New furnaces shall be a minimum of 92 or better percent efficient, sealed combustion. Must have five year warranty of parts and lifetime heat exchanger warranties.
5. No outside units or attic units shall be installed or units in crawl space unless specified in the Work Write-Up.
6. No flexible ductwork is allowed unless approved by inspector at the bid conference.
7. No open return air is allowed. All ductwork is to be included in bid.
8. All ductwork shall be sealed using mastic (example RCD #6).
9. All ductwork in unconditioned spaces shall be insulated.
10. Furnace and/or air conditioner shall be on separate circuits.
11. All appliances must be installed in accordance with manufacturer's specifications.
12. Must have easy access to filter.
13. If furnace is in basement, it must be raised a minimum of 2".
14. Plenum must be installed to receive future A-coil, if not doing AC.
15. AC must be 14 seer with matching A-coil, cased.

NOTE: Installer must be Master Mechanical Certified and for AC must have EPA Approved Certification.

E. Water Heaters

1. Water heaters, existing or installed, shall have the following:
 - a. Pressure and temperature relief valve.
 - b. Proper vent, gas piping, and shut off.
 - c. All transite vents to be replaced with code approved vent.
 - d. Must have Energy Factor (EF) of .62 or greater.
2. Pressure and temperature relief valves shall be extended within 2' of the floor, but no closer than 6".

NOTE: All cutting of walls, floors, ceilings, partitions, etc., for the purpose of rehabilitation work and the air sealing of openings around same, including the removal of all debris caused thereby, shall

be performed by the contractor performing the work. Repairs shall match existing materials, be finished to a smooth condition, and painted. (Refer to applicable Specifications for details.)

ALL EQUIPMENT REPLACED WITH NEW MATERIALS MUST BE REMOVED FROM THE PROPERTY AND DISPOSED OF PROPERLY.

SHOULD THERE BE ANY CONFLICTS BETWEEN THESE SPECIFICATIONS AND THE WORK WRITE-UP, THE PROJECT INSPECTOR SHOULD BE CONTACTED FOR A FINAL DETERMINATION.

ELECTRICAL SPECIFICATIONS

All electrical work shall be in conformance with the National Electrical Code (NEC)

If work write-up includes; change breaker box, service entrance, re-wire house or electrical components exceed \$1,000 –ALL electrical work must be performed by licensed electrician.

A. Wiring Devices

1. Single pole room lighting switches and three-way and four-way switches shall be UL approved.
2. Plug-ins shall be standard grounded receptacles except for plug-ins within 6' from water source and shall be GFI.
3. Plates for all switches and receptacles shall be non-conducting type (including screws) and UL approved.
4. Dryer shall have separate 220 circuit.
5. Furnace, air conditioner, refrigerator, dishwasher, and stove shall have separate circuit.
6. Garbage disposal shall have separate circuit(s) and wall switched receptacle.

B. Lighting Fixtures

1. Contractor shall provide all lighting fixtures complete with lamps, glassware, mounting hardware, frames and trim, stems, ballasts, sockets, etc., to provide a complete operating UL approved fixture at each location, as called for in the Work Write-Up. Energy efficient compact fluorescents bulb(s) are required in all replaced fixtures.
2. Porcelain lamp-holders are prohibited unless approved by the Project Inspector.

C. Panel Boards

1. Shall be UL approved, with the minimum components as listed:
 - a. NEMA 1 enclosure for indoor and NEMA 3R for exterior use.
 - b. 200A mains (minimum) unless noted otherwise.
 - c. 200A 2-pole main breaker (minimum) unless otherwise noted.
 - d. Seven (7) 1-pole branch breakers (minimum).
 - e. 2-pole breakers as required.
 - f. Separate/Neutral.
 - g. Separate ground bar.
 - h. Additional equipment as required meeting the National Electrical Code (NEC).

* Unless specified differently by inspector.

D. Wire

1. Wire and cables shall be copper.

2. All wire and cable shall comply with the standardization rules of the AIEE as to conductivity and shall be free from kinks, splices, and defects when installed. Conductors shall be in accordance with the requirements of IPCEA Publication's latest edition.
 3. All wire used in this project shall be new and shall be identified by type and by manufacturer.
 4. Branch circuit wiring shall be non-metallic sheath Type NM.
 5. Service conductors shall be Type XHHW.
 6. All wiring shall be concealed in wall, ceiling, or floor cavities. Wiring required to be exposed shall, be installed in intermediate grade metal conduct.
 7. All receptacles and other electrical equipment, except light fixtures, shall have a separate equipment ground conductor bonded to their metal cases, frames, etc. (except as noted).
- E. Lightning Arresters
1. 175 v., 2-pole lightning arresters shall be installed per NEC.
 2. Rewiring of house shall meet NEC.
- F. Smoke Alarms
1. Install a 10-year sealed Lithium battery smoke alarms unless rewiring house.
 2. If rewiring, install hardwired smoke alarms.

Note: All cutting of walls, floors, ceilings, partitions, etc., for the purpose of rehabilitation work and the air sealing of openings around same, including the removal of all debris caused thereby, shall be performed by the contractor performing the work. Repairs shall match existing materials, be finished to a smooth condition and painted. (Refer to applicable Specifications for details.)

ALL EQUIPMENT REPLACED WITH NEW MATERIALS MUST BE REMOVED FROM THE PROPERTY AND DISPOSED UP PROPERLY.

PAINING AND VARNISHING SPECIFICATIONS

Preparation and painting of all surfaces containing Lead Base Paint shall be completed in accordance with HUD's "Safe Work Practices".

- A. Preparation of Surface
1. Exterior:
 - a. Wood surfaces to be painted or varnished shall be prepared in accordance with HUD's Safe Work Practices in the removal of loose, chipping and peeling paint, rough spots, and any obvious oil and/or grease that may be covering existing wood or paint.
 - b. All paint chips and residue from the preparation must be REMOVED from the site.
 - c. Where previous coats have chipped and peeled, the edge shall be wet scraped and puttied to obtain a smooth surface before new paint is applied.
 - d. Exterior painting shall include painting all doors and windows, removing all storm windows, repairing windows, replacing all broken or cracked glass, and re-glazing and caulking all joints and seams with paintable caulk. Clean and reinstall all storm windows upon completion.

- e. All nail holes shall be puttied and all defects in the surface shall be eliminated by the repair or complete replacement of the defective part, this includes siding, sills, casings, etc.
2. Interior:
 - a. Wood surfaces to be painted or varnished shall be prepared in accordance with HUD's Safe Work Practices in the removal of loose, chipping and peeling paint, rough spots, and any obvious oil and/or grease that may be covering existing wood or a paint.
 - b. Plaster or wallboard surfaces shall be sound, smooth, and free from holes, cracks, or irregularities.
 - c. All old wallpaper shall be entirely removed or covered with sheetrock, taped, then painted.
 - d. No paint or varnish shall be applied until all nail holes have been puttied and all defects in woodwork have been eliminated by the insertion of dutchmen or complete replacement of the damaged part.
- B. Materials – Lead based paint is in violation of HUD Lead-Based Paint Regulations and shall not be used.
1. Exterior:
 - a. All exterior paint must meet or exceed Sherwin Williams 15 year # A-100 and shall be delivered to site in manufacturer's sealed containers.
 - b. Each container shall be labeled giving type of paint color and application specification.
 - c. Before proceeding with exterior painting, samples of colors shall be shown to the owner(s) for selection. The owner(s) is limited to one (1) base color and one (1) trim color. Owner(s) shall sign the chosen color sample. Color options will be in a neutral color range, no bright or "hot colors" are allowed.
 - d. The primer coat shall be Alkyd oil tinted to match topcoat, produced by the same manufacturer as the finish coat.
 2. Interior:
 - a. Interior paint shall meet or exceed Sherwin William's Classic #99 for flat, semi-gloss, or satin gloss, and shall be delivered to the site in the manufacturer's sealed containers.
 - b. Primer for new sheetrock shall meet or exceed Sherwin William's Pro-Mar #400 latex primer.
 - c. Before proceeding with painting or varnishing, color samples shall be shown to the owner(s) for selection. The owner(s) is limited to one (1) base color and one (1) trim color. Owner(s) shall sign the chosen color sample.
 - d. Texture finish sample shall be submitted to the owner(s) for approval before application. Owner(s) shall sign sample choice.
 - e. The finish coat in kitchens and bathrooms shall be semi-gloss enamel and provide a durable and washable surface.
 - f. The primer shall be tinted to match topcoat, produced by the same manufacturer as the finished coat.
 - g. Varnish shall be polyurethane varnish.

2. Application:

a. Exterior:

- (1) All paint, unless specifically approved otherwise, shall be applied by brush or roller.
- (2) Apply each material at manufacturer's recommended spreading rate.
- (3) Do not apply exterior paint when temperature is 50° F. and falling, or when temperature is below 40° F. and steady, or in rainy, damp, or frosty weather until surface is thoroughly dry. Contact the Project Inspector if considering the Sherwin Williams product "Low Temp 35".
- (4) The Contractor shall be responsible for protecting all areas and surfaces that are not to receive paint and shall clean and repair or replace any such areas, surfaces, or items so damaged.
- (5) Finish work shall be uniform, of approved color, smooth, and free from runs, sags, and defective brushing and rolling. Edges of paint adjoining other materials or colors shall be sharp and clean.

b. Interior:

- (1) New paint applied on walls that are painted with a glossy paint or has a shine must be first prepared to remove glossy surface and cleaned prior to painting.
- (2) The Contractor shall be responsible for protecting all areas and surfaces that are not to receive paint and shall clean and repair or replace any such areas, surfaces, or items so damaged.
- (3) Finish work shall be uniform, of approved color, smooth, and free from runs, sags, and defective brushing and rolling. Edges of paint adjoining other materials or colors shall be sharp and clean.
- (4) Ceiling paint will be allowed when applying to ceilings.

c. Required Coatings:

- (1) Exterior wood, etc. (previously painted).
 - i. One (1) coat of exterior wood primer, tinted same as topcoat.
 - ii. Two (2) coats exterior latex house paint.
 - iii. Warranty is void if not followed.
- (2) Exterior wood and hardboard (bare):
 - i. One (1) coat exterior wood primer; tinted same as topcoat.
 - ii. Two (2) coats exterior latex house paint.
 - iii. Warranty is void if not followed.
- (3) Interior drywall:
 - i. Two (2) coats latex satin-gloss enamel wall paint.
 - ii. New drywall (1) coat of latex primer, (2) coats of satin-gloss enamel wall paint.
- (4) Wood porch floors and wood steps:
 - i. Two (2) coats porch floor enamel.
 - ii. Redwood and CCA does not need to be painted.
- (5) Spray textured drywall ceilings:
 - i. One (1) coat latex flat wall paint.
 - ii. One (1) coat spray texture.

SHOULD THERE BE ANY CONFLICTS BETWEEN THESE SPECIFICATIONS AND THE WORK WRITE-UP, THE PROJECT INSPECTOR SHOULD BE CONTACTED FOR A FINAL DETERMINATION.

ROOFING SPECIFICATIONS

Replacement of roof, when called for on the Work Write-Up, shall be defined as removing all existing shingles, flashings, valley tin, drip edge, and felt; then providing all new felt, valley tin, flashing, metal drip edge, and shingles, et al. Damaged sheathing or areas without solid sheathing shall have 15/32" construction grade plywood or 7/16" OSB Louisiana Pacific Interseal installed for sheathing.

A. Sheathing

1. Shall be 15/32" construction (CDX) grade plywood or 7/16" OSB Louisiana Pacific Interseal, APA Exposure #1 criteria or equal (THIS PRODUCT IS NOT "NORBOARD").
2. Nail sheathing with cement coated, rosin coated, or ring shank nails placed on 4" centers on all edges and over the face of each piece.

B. Underlayment

1. Shall be asphalt saturated felt, minimum 30#, which has low vapor resistance. Coated felts or laminated waterproof papers, which act as vapor barriers, should not be used.
2. Underlayment should be applied over the entire roof as soon as the roof sheathing has been completed.
3. Underlayment should be lapped 1' from both sides over all hips and ridges.
4. Only sufficient fasteners are to be used to hold the underlayment securely in place until shingles are applied.
5. Shingles are not to be applied over wet underlayment.

C. Shingles

1. Shall be new Heritage (equal to or better than 30-year), asphalt shingle squares, (nominal weight, installed according to manufacturer's specifications, using nails only.
3. Cut shingles at valleys (2" each side of valley center to expose a minimum of 4"). Woven valleys are not allowed.
4. Owner(s) to select shingle color by signing a sample of the chosen shingle. Contractor is to keep signed shingle until final completion certificate is signed.

D. Metal Roofing

1. Shall be 29 gauge painted metal roofing equal to or better than Metal Sales Pro Panel II.
2. All metal roofing shall be attached with the proper length metal to wood screws with seal washers.
3. Owners shall sign sample of color choice. Color options will be a neutral color range, no bright or "hot colors" are allowed.

E. Flashing

Shall be 30 nominal gauge galvanized steel securely fastened and tarred to watertight and water-shedding condition.

F. Gutters/Downspouts/Splash Blocks

1. Standard, 5" Ogee, galvanized, white, steel, or 26 gauge aluminum gutters, securely fastened at 4' maximum intervals. Owner(s) to choose color to compliment house.
2. Downspouts may be round or square, corrugated and anchored at top and bottom.
3. All joints are to be watertight.
4. Install 3' splash blocks at all downspout locations. If not concrete, the splash blocks shall be anchored. 3' gutter extensions, can be used.
5. Install blocking and/or fascia board where necessary between gutter and eaves to properly align gutter to receive run-off from roof.
6. Owner(s) shall sign sample of color choice. No bright or "hot" colors allowed.

NOTE: SHOULD THERE BE ANY CONFLICTS BETWEEN THESE SPECIFICATIONS AND THE WORK WRITE-UP. THE PROJECT INSPECTOR SHOULD BE CONTACTED FOR A FINAL DETERMINATION.

DEMOLITION SPECIFICATIONS

A. Structures, Trees, and Site Clearance

1. The removal and proper disposal of the dilapidated structure(s). Check with the landfill operator prior to beginning demolition for instructions on "proper disposal".
2. Cap off all sewer and waterlines.
3. The complete removal of all concrete, cement or blocks, back-fill any basement to grade. Level site to be mowed. Seeding is the responsibility of the property owner.
4. Only remove trees that are within 6' of structure to be demolished.

B. Abandoned Septic Systems

1. Remove all liquid contents and the top of the tank. If the pit begins to fill with water, puncture the floor.
2. Fill the cavity with earth, sand, or gravel. Pack the fill to 5' below the surface, knock down sides 2' below grade, and then complete the fill with subsoil, packing as fill is being installed. The structure is now ready for the plug.
3. A minimum of a 6" of bentonite clay or 24" reinforced cement plug is to be applied. The plug must extend beyond the lining of the original diameter of the hole.

C. Abandoned Wells

1. Remove any pumping equipment.
2. Disinfect the water prior to filling by adding 1 gallon of chlorine bleach for every 10' of water.
3. Fill the well with sand and gravel mix to the water level.
4. Fill the remainder of the well above the water level with natural clay material (subsoil low in organic matter) compacted to form a solid column.
5. Six feet from top of casing, pour a 3' plug of cement or neat cement or sodium bentonite clay.
6. Excavate around the casing to the top of the plug, cut off casing, and backfill the excavation with compacted earth material.

Note: Contractor may be instructed to cut the casing at 4' below grade to allow the plug to extend beyond the edge of the casing. This mushroom plug will help provide extra protection from water movement along either side of the casing.

SAFE WORK PRACTICES

All work must be conducted in a lead safe work practice manner according to HUD Approved Lead Safe Work Practices Training by someone who has received HUD Approved Lead Safe Work Practices Training, is a Kansas Department of Health & Environment certified Lead Based Paint Worker, or is supervised by a Kansas Department of Health & Environment Lead Based Paint Supervisor.

Reference **Lead Paint Safety, A Field Guide for Painting, Home Maintenance, and Renovation Work**, U.S. Department of Housing & Urban Development Office of Healthy Homes and Lead Hazard Control.

A. Prohibited Methods of Lead Based Paint Removal

1. Open flame burning or torching.
2. Machine sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control.
3. Abrasive blasting or sandblasting without a HEPA local exhaust control.
4. Heat guns operating above 1100° F. or charring the paint.
5. Dry sanding or dry scraping, except dry scraping in conjunction with heat guns or within 1' of electrical outlets.
6. Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with regulations of the Consumer Product Safety Commission.

B. Occupant Protection and Worksite Preparation

1. Occupants and their belongings shall be protected.
2. The worksite must be prepared according to safe work practice standards.

C. Cleaning for Clearance

After rehabilitation/hazard reduction activities have been completed, the worksite shall be cleaned using cleaning methods, products, and devices that are successful in cleaning up dust-lead hazards, such as a HEPA vacuum or other method of equivalent efficacy, and lead specific detergents or equivalent.

D. Safe Work Practices Are Not Required

1. On a home built after 1978.
2. On housing exclusively for the elderly (62 years of age or older) or people with disabilities unless a child under six is expected to reside there.
3. On zero-bedroom dwellings.
4. On property that has been found to be free of lead-based paint by a certified lead-based paint inspector/risk assessor.
5. On property where all lead-based paint has been removed.
6. On unoccupied housing that will remain vacant until it is demolished.
7. On non-residential property.
8. On any rehabilitation or housing improvement that does not disturb a painted surface.

Glossary of Housing Terms

Air-Dried Lumber: Lumber that has been piled in yards or sheds for any length of time. For the United States as a whole, the minimum moisture content of thoroughly air-dried lumber is 12 to 15 percent and the average is somewhat higher. In the South, air-dried lumber may be no lower than 19 percent.

Airway: A space between roof insulation and roof boards for movement of air.

Alligatoring: Coarse checking pattern characterized by a slipping of the new paint coating over the old coating to the extent that the old coating can be seen through the fissures.

Anchor Bolts: Bolts to secure a wooden sill plate to concrete or masonry floor or wall.

Apron: The flat member of the inside trim of a window placed against the wall immediately beneath the stool.

Areaway: An open subsurface space adjacent to a building used to admit light or air or as a means of access to a basement.

Asphalt: Most native asphalt is a residue from evaporated petroleum. It is insoluble in water but soluble in gasoline and melts when heated. Used widely in building for waterproofing roof coverings of many types, exterior wall coverings, flooring tile, and the like.

Astragal: A molding attached to one of a pair of swinging doors, against which the other door strikes.

Attic Ventilators: In houses, screened openings provided to ventilate an attic space. They are located in the soffit area as inlet ventilators and in the gable end or along the ridge as outlet ventilators. They can also consist of power-driven fans used as an exhaust system. (See also Louver.)

Backbands: A simple molding sometimes used around the outer edge of plain rectangular casing as a decorative feature.

Backfill: The replacement of excavated earth into a trench around and against a basement foundation.

Balusters: Usually small vertical members in a railing used between a top rail and the stair treads or a bottom rail.

Balustrade: A railing made up of balusters, top rail, and sometimes bottom rail, used on the edge of stairs, balconies, and porches.

Barge Board: A decorative board covering the projecting rafter (fly rafter) of the gable end. At the cornice, this member is a fascia board.

Base or Baseboard: A board placed against the wall around a room next to the floor to finish properly between floor and plaster.

Base Molding: Molding used to trim the upper edge of interior baseboard.

Base Shoe: Molding used next to the floor on interior baseboard. Sometimes called a carpet strip.

Batten: Narrow strips of wood used to cover joints or as decorative vertical members over plywood or wide boards.

Batter Board: One of a pair of horizontal boards nailed to posts set at the corners of an excavation, used to indicate the desired level, also as a fastening for stretched strings to indicate outlines of foundation walls.

Bay Window: Any window space projecting outward from the walls of a building, either square or polygonal in plan.

Beam: A structural member transversely supporting a load.

Bearing Partition: A partition that supports any vertical load in addition to its own weight.

Bearing Wall: A wall that supports any vertical load in addition to its own weight.

Bed Molding: A molding in an angle, as between the overhanging cornice, or eaves, of a building and the sidewalls.

Blind Nailing: Nailing in such a way that the nailheads are not visible on the face of the work - usually at the tongue of matched boards.

Blind Stop: A rectangular molding, usually 3/4 by 1-3/8 inches or more in width, used in the assembly of a window frame. Serves as a stop for storm and screen or combination windows and to resist air infiltration.

Blue Stain: A bluish or grayish discoloration of the sapwood caused by the growth of certain moldlike fungi on the surface and in the interior of a piece, made possible by the same conditions that favor the growth of other fungi.

Bodied Linseed Oil: Linseed oil that has been thickened in viscosity by suitable processing with heat or chemicals. Bodied oils are obtainable in a great range in viscosity from a little greater than that of raw oil to just short of a jellied condition.

Boiled Linseed Oil: Linseed oil in which enough lead, manganese, or cobalt salts have been incorporated to make the oil harden more rapidly when spread in thin coatings.

Bolster: A short horizontal timber or steel beam on top of a column to support and decrease the span of beams or girders.

Boston Ridge: A method of applying asphalt or wood shingles at the ridge or at the hips of a roof as a finish.

Brace: An inclined piece of framing lumber applied to wall or floor to stiffen the structure. Often used on walls as temporary bracing until framing has been completed.

Brick Veneer: A facing of brick laid against and fastened to sheathing of a frame wall or tile wall construction.

Bridging: Small wood or metal members that are inserted in a diagonal position between the floor joists at midspan to act both as tension and compression members for the purpose of bracing the joists and spreading the action of loads.

Buck: Often used in reference to rough frame opening members. Door bucks used in reference to metal door frame.

Built Up Roof: Roofing composed of three to five layers of asphalt felt laminated with coal tar, pitch, or asphalt. The top is finished with crushed slag or gravel. Generally used on flat or low-pitched roofs.

Butt Joint: The junction where the ends of two timbers or other members meet in a square-cut joint.

Cant Strip: A triangular-shaped piece of lumber used at the junction of a flat deck and a wall to prevent cracking of the roofing that is applied over it.

Cap: The upper member of a column, pilaster, door cornice, molding, and the like.

Casement Frames and Sash: Frames of wood or metal enclosing part or all of the sash, which may be opened by means of hinges affixed to the vertical edge.

Casing: Molding of various widths and thicknesses used to trim door and window openings at the jambs.

Cement, Keene's: A white finish plaster that produces an extremely durable wall. Because of its density, it excels for use in bathrooms and kitchens and is also used extensively for the finish coat in auditoriums, public buildings, and other places where walls may be subjected to unusually hard wear or abuse.

Checking: Fissures that appear with age in many exterior paint coatings at first superficial, but which in time may penetrate entirely through the coating.

Checkrails: Meeting rails sufficiently thicker than a window to fill the opening between the top and bottom sash made by the parting stop in the frame of double-hung windows. They are usually beveled.

Collar Beams: Nominal 1- or 2-inch thick members connecting opposite roof rafters. They serve to stiffen the roof structure.

Column: In architecture: A perpendicular supporting member, circular or rectangular in section, usually consisting of a base, shaft, and capital. In engineering, a vertical structural compression member that supports loads acting in the direction of its longitudinal axis.

Combination Doors or Windows: Combination doors or windows used over regular openings. They provide winter insulation and summer protection and often have self-storing or removable glass and screen inserts. This eliminates the need for handling a different unit each season.

Concrete Plain: Concrete either without reinforcement, or reinforced only for shrinkage or temperature changes.

Condensation: In a building: Beads or drops of water (and frequently frost in extremely cold weather) that accumulate on the inside of the exterior covering of a building when warm, moisture-laden air from the interior reaches a point where the temperature no longer permits the air to sustain the moisture it holds. Use of louvers or attic ventilators will reduce moisture condensation in attics. A vapor barrier under the gypsum lath or dry wall on exposed walls will reduce condensation in them.

Conduit, Electrical: A pipe, usually metal, in which wire is installed.

Construction Dry-Wall: A type of construction in which the interior wall finish is applied in a dry condition, generally in the form of sheet materials or wood paneling, as contrasted to plaster.

Construction Frame: A type of construction in which the structural parts are wood or depend upon a wood frame for support. In codes, if masonry veneer is applied to the exterior walls, the classification of this type of construction is usually unchanged.

Coped Joint: See Scribing.

Corbel Out: To build out one or more courses of brick or stone from the face of a wall to form a support of timbers.

Corner Bead: A strip of formed sheet metal, sometimes combined with a strip of metal lath, placed on corners before plastering to reinforce them. Also, a strip of wood finish three-quarters-round or angular placed over a plastered corner for protection.

Corner Boards: Used as trim for the external corners of a house or other frame structure against which the ends of the siding are finished.

Corner Braces: Diagonal braces at the corners of frame structure to stiffen and strengthen the wall.

Cut-in Brace: Nominal 2-inch inch members, usually 2 by 4's, cut in between each stud diagonally.

Cornerite: Metal-mesh lath cut into strips and bent to a right angle. Used in interior corners of walls and ceilings on lath to prevent cracks in plastering.

Cornice: Overhang of a pitched roof at the eave line, usually consisting of a fascia board, a soffit for a closed cornice, and appropriate moldings.

Cornice Return: That portion of the cornice that returns on the gable end of a house.

Counterflashing: A flashing usually used on chimneys at the roofline to cover shingle flashing and to prevent moisture entry.

Cove Molding: A molding with a concave face used as trim or to finish interior corners.

Crawl Space: A shallow space below the living quarters of a basementless house, normally enclosed by the foundation wall.

Cricket: A small drainage-diverting roof structure of single or double slope placed at the junction of larger surfaces that meet at an angle, such as above a chimney.

Cross-Bridging: Diagonal bracing between adjacent floor joists, placed near the center of the joist span to prevent joists from twisting.

Crown Molding: A molding used on cornice or wherever an interior angle is to be covered.

D: See Penny.

Dado: A rectangular groove across the width of a board or plank. In interior decoration; a special type of wall treatment.

Decay: Disintegration of wood or other substances through the action of fungi.

Deck paint: An enamel with a high degree of resistance to mechanical wear designed for use on such surfaces as porch floors.

Density: The mass of substance in a unit volume. When expressed in the metric system, it is numerically equal to the specific gravity of the same substance.

Dewpoint: Temperature at which a vapor begins to deposit as a liquid. Applies especially to water in the atmosphere.

Dimensions: See Lumber dimension.

Direct Nailing: To nail perpendicular to the initial surface or to the junction of the pieces joined. Also termed face nailing.

Doorjamb Interior: The surrounding case into which and out of which a door closes and opens. It consists of two upright pieces, called side jambs, and a horizontal head jamb.

Dormer: An opening in a sloping roof, the framing of which projects out to form a vertical wall suitable for windows or other openings.

Downspout: A pipe, usually of metal, for carrying rainwater from roof gutters.

Dressed and Matched (Tongued and Grooved): Boards or planks machined in such a manner that there is a groove on one edge and a corresponding tongue on the other.

Drier Paint: Usually, oil-soluble soaps of such metals as lead, manganese, or cobalt, which, in small proportions, hasten the oxidation and hardening (drying) of the drying oils in paints.

Drip: (a) A member of a cornice or other horizontal exterior finish course that has a projection beyond the other parts for throwing off water. (b) A groove in the underside of a sill or drip cap to cause water to drop off on the outer edge instead of drawing back and running down the face of the building.

Drip Cap: A molding placed on the exterior top side of a door or window frame to cause water to drip beyond the outside of the frame.

Dry-Wall: Interior covering material, such as gypsum board or plywood, which is applied in large sheets or panels.

Ducts: In a house, usually round or rectangular metal pipes for distributing warm air from the heating plant to rooms, or air from a conditioning device or as cold air returns. Ducts are also made of asbestos and composition materials.

Eaves: The margin or lower part of a roof projecting over the wall.

Expansion Joint: A bituminous fiber strip used to separate blocks or units of concrete to prevent cracking due to expansion as a result of temperature changes. Also used on concrete slabs.

Facia or Fascia: A flat board, band, or face, used sometimes by itself but usually in combination with moldings, often located at the outer face of the cornice.

Filler (Wood): A heavily pigmented preparation used for filling and leveling off the pores in open-pored woods.

Fire-Resistive: In the absence of a specific ruling by the authority having jurisdiction, applies to materials for construction not combustible in the temperatures of ordinary fires and that will withstand such fires without serious impairment of their usefulness for at least 1 hour.

Fire-Retardant Chemical: A chemical or preparation of chemicals used to reduce flammability or to retard spread of flame.

Fire Stop: A solid, tight closure of a concealed space, placed to prevent the spread of fire and smoke through such a space. In a frame wall, this will usually consist of 2 by 4 cross blocking between studs.

Fishplate: A wood or plywood pieces used to fasten the ends of two members together at a butt joint with nails or bolts. Sometimes used at the junction of opposite rafters near the ridge line.

Flagstone (Flagging or Flags): Flat stones from 1 to 4 inches thick, used for rustic walks, steps, floors, and the like.

Flashing: Sheet metal or other material used in roof and wall construction to protect a building from water seepage.

Flat Paint: An interior paint that contains a high proportion of pigment and dries to a flat or lusterless finish.

Flue: The space or passage in a chimney through which smoke, gas, or fumes ascend. Each passage is called a flue, which together with any others and the surrounding masonry make up the chimney.

Flue Lining: Fire clay or terra-cotta pipe, round or square, usually made in all ordinary flue sizes and in 2-foot lengths, used for the inner lining of chimneys with the brick or masonry work around the outside. Flue lining in chimneys runs from about a foot below the flue connection to the top of the chimney.

Fly Rafters: End rafters of the gable overhang supported by roof sheathing and lookouts.

Footing: A masonry section, usually concrete, in a rectangular form wider than the bottom of the foundation wall or pier it supports.

Foundation: The supporting portion of a structure below the first-floor construction, or below grade, including the footings.

Framing, Balloon: A system of framing a building in which all vertical structural elements of the bearing walls and partitions consist of single pieces extending from the top of the foundation sill plate to the roof plate and to which all floor joists are fastened.

Framing, Platform: A system of framing a building in which floor joists of each story rest on the top plates of the story below or on the foundation sill for the first story, and the bearing walls and partitions rest on the subfloor of each story.

Frieze: In house construction; a horizontal member connecting the top of the siding with the soffit of the cornice.

Frost Line: The depth of frost penetration in soil. This depth varies in different parts of the country. Footings should be placed below this depth to prevent movement.

Fungi Wood: Microscopic plants that live in damp wood and cause mold, stain, and decay.

Fungicide: A chemical that is poisonous to fungi.

Furring: Strips of wood or metal applied to a wall or other surface to even it and normally to serve as a fastening base for finish material.

Gable: In house construction; the portion of the roof above the eave line of a double-sloped roof.

Gable End: An end wall having a gable.

Girder: A large or principal beam of wood or steel used to support concentrated loads at isolated points along its length.

Gloss Enamel: A finishing material made of varnish and sufficient pigments to provide opacity and color, but little or no pigment of low opacity. Such an enamel forms a hard coating with maximum smoothness of surface and a high degree of gloss.

Gloss (Paint or Enamel): A paint or enamel that contains a relatively low proportion of pigment and dries to a sheen or luster.

Grain: The direction, size, arrangement, appearance, or quality of the fibers in wood.

Grain, Edge (Vertical): Edge-grain lumber has been sawed parallel to the pith of the log and approximately at right angles to the growth rings, i.e., the rings form an angle of 45 degrees or more with the surface of the piece.

Grain, Flat: Flat-grain lumber has been sawed parallel to the pith of the log and approximately tangent to the growth rings, i.e., the rings form an angle of less than 45 degrees with the surface of the piece.

Grain, Quartersawn: Another term for edge grain.

Grounds: Guides used around openings and at the floorline to strike off plaster. They can consist of narrow strips of wood or of wide subjams at interior doorways. They provide a level plaster line for installation of casing and other trim.

Grout: Mortar made of such consistency (by adding water) that it will just flow into the joints and cavities of the masonry work and fill them solid.

Gusset: A flat wood, plywood, or similar type member used to provide a connection at intersection of wood members. Most commonly used at joints of wood trusses. They are fastened by, nails, screws, bolts, or adhesives.

Gutter or Eave Trough: A shallow channel or conduit of metal or wood set below and along the eaves of a house to catch and carry off rainwater from the roof.

Gypsum Plaster: Gypsum formulated to be used with the addition of sand and water for base-coat plaster.

Header: (a) A beam placed perpendicular to joists and to which joists are nailed in framing for chimney, stairway, or other opening. (b) A wood lintel.

Hearth: The inner or outer floor of a fireplace, usually made of brick, tile, or stone.

Heartwood: The wood extending from the pith to the sapwood, the cells of which no longer participate in the life processes of the tree.

Hip: The external angle formed by the meeting of two sloping sides of a roof.

Hip Roof: A roof that rises by inclined planes from all four sides of a building.

Humidifier: A device designed to increase the humidity within a room or a house by means of the discharge of water vapor. They may consist of individual room-size units or larger units attached to the heating plant to condition the entire house.

I-Beam: A steel beam with a cross section resembling the letter “I”. It is used for long spans as basement beams or over wide wall opening, such as a double garage door, when wall and roof loads are imposed on the opening.

IIC: A new system utilized in the Federal Housing Administration recommended criteria for impact sound insulation.

INR (Impact Noise Rating): A single figure rating which provides an estimate of the impact sound-insulation performance of a floor-ceiling assembly.

Insulation Board, Rigid: A structural building board made of coarse wood or cane fiber in 1/2 and 25/32-inch thicknesses. It can be obtained in various size sheets, in various densities, and with several treatments.

Insulation, Thermal: Any material high in resistance to heat transmission that, when placed in the walls, ceiling, or floors of a structure, will reduce the rate of heat flow.

Interior Finish: Material used to cover the interior framed areas, or material of walls and ceilings.

Jack Rafter: A rafter that spans the distance from the wallplate to a hip, or from a valley to a ridge.

Jamb: The side and head lining of a doorway, window, or other opening.

Joint: The space between the adjacent surfaces of two members or components joined and held together by nails, glue, cement, mortar, or other means.

Joint Cement: A powder that is usually mixed with water and used for joint treatment in gypsum-wallboard finish. Often called “spackle”.

Joist: One of a series of parallel beams, usually 2 inches in thickness, used to support floor and ceiling loads, and supported in turn by larger beams, girders, or bearing walls.

Kiln Dried Lumber: Lumber that has been kiln dried often to a moisture content of 6 to 12 percent. Common varieties of softwood lumber, such as framing lumber are dried to a somewhat higher moisture content.

Knot: In lumber, the portion of a branch or limb of a tree that appears on the edge or face of the piece.

Landing: A platform between flights of stairs or at the termination of a flight of stairs.

Lath: A building material of wood, metal, gypsum, or insulation board that is fastened to the frame of a building to act as a plaster base.

Lattice: A framework of crossed wood or metal strips.

Leader: See Downspout.

Ledger Strip: A strip of lumber nailed along the bottom of the side of a girder on which joists rest.

Let-in Brace: Nominal 1-inch thick boards applied into notched studs diagonally.

Light: Space in a window sash for a single pane of glass: Also, a pane of glass.

Lintel: A horizontal structural member that supports the load over an opening such as a door or window.

Lookout: A short wood bracket or cantilever to support an overhang portion of a roof or the like, usually concealed from view.

Louver: An opening with a series of horizontal slats so arranged as to permit ventilation but to exclude rain, sunlight, or vision. See also Attic ventilators.

Lumber: Lumber is the product of the sawmill and planing mill not further manufactured other than by sawing, resawing, and passing lengthwise through a standard planing machine, crosscutting to length, and matching.

Lumber Boards: Yard lumber less than 2 inches thick and 2 or more inches wide.

Lumber, Dimension: Yard lumber from 2 inches to, but not including, 5 inches thick and 2 or more inches wide. Includes joists, rafters, studs, plank, and small timbers.

Lumber, Dressed Size: The dimension of lumber after shrinking from green dimension and after matching to size or pattern.

Lumber, Matched: Lumber that is dressed and shaped on one edge in a grooved pattern and on the other in a tongued pattern.

Lumber, Shiplap: Lumber that is edge dressed to make a close rabbeted or lapped joint.

Lumber, Timbers: Yard lumber 5 or more inches in least dimension. Includes beams, stringers, posts, caps, sills, girders, and purlins.

Lumber, Yard: Lumber of those grades, sizes, and patterns, which are generally intended for ordinary construction, such as framework and rough coverage of houses.

Mantel: The shelf above a fireplace. Also used in referring to the decorative trim around a fireplace opening.

Masonry: Stone, brick, concrete, hollow-tile, concrete-block, gypsum-block, or other similar building units or material or a combination of the same, bonded together with mortar to form a wall, pier, buttress, or similar mass.

Mastic: A pasty material used as a cement (as for setting tile) or a protective coating (as for thermal insulation or waterproofing).

Metal Lath: Sheets of metal that are slit and drawn out to form openings. Used as a plaster base for walls and ceilings and as reinforcing over other forms of plaster base.

Millwork: Generally all building materials made of finished wood and manufactured in millwork plants and planing mills are included under the term "millwork." It includes such items as inside and outside doors, window and doorframes, blinds, porchwork, mantels, panelwork, stairways, moldings, and interior trim. It normally does not include flooring, ceiling, or siding.

Miter Joint: The joint of two pieces at an angle that bisects the joining angle. For example, the miter joint at the side and head casing at a door opening is made at a 45° angle.

Moisture Content of Wood: Weight of the water contained in the wood, usually expressed as a percentage of the weight of the oven-dry wood.

Moldings: A wood strip having a curved or projecting surface used for decorative purposes.

Mortise: A slot cut into a board, plank, or timber, usually edgewise, to receive tenon of another board, plank, or timber to form a joint.

Mullion: A vertical bar or divider in the frame between windows, doors, or other openings.

Muntin: A small member that divides the glass or openings of sash or doors.

Natural Finish: A transparent finish that does not seriously alter the original color or grain of the natural wood. Natural finishes are usually provided by sealers, oils, varnishes, water-repellent preservatives, and other similar materials.

Newel: A post to which the end of a stair railing or balustrade is fastened. Also, any post to which a railing balustrade is fastened.

Nonbearing Wall: A wall supporting no load other than its own weight.

Nosing: The projecting edge of a molding drip. Usually applied to the projecting molding on the edge of a stair tread.

Notch: A crosswise rabbet at the end of a board.

O.C. on Center: The measurement of spacing for studs, rafters, joists, and the like in a building from the center of one member to the center of the next.

O.G. or Ogee: A molding with a profile in the form of a letter “S”, having the outline of a reversed curve.

Outrigger: An extension of a rafter beyond the wall line. Usually a smaller member nailed to a larger rafter to form a cornice or roof overhang.

Paint: A combination of pigments with suitable thinners or oils to provide decorative and protective coatings.

Panel: In house construction, a thin flat piece of wood, plywood, or similar material, framed by stiles and rails as in a door or fitted into grooves of thicker material with molded edges for decorative wall treatment.

Paper Building: A general term for papers, felts, and similar sheet materials used in buildings without reference to their properties or uses.

Paper Sheathing: A building material, generally paper or felt, used in wall and roof construction as a protection against the passage of air and sometimes moisture.

Parting Stop or Strip: A small wood piece used in the side and head jambs of double-hung windows to separate upper and lower sash.

Partition: A wall that subdivides spaces within any story of a building.

Penny: As applied to nails, it originally indicated the price per hundred. The term now serves as a measure of nail length and is abbreviated by the letter “d”.

Perm: A measure of water vapor movement through a material (grains per square foot per inch of mercury difference in vapor pressure).

Pier: A column of masonry, usually rectangular in horizontal cross section, used to support other structural members.

Pigment: A powdered solid in suitable degree of subdivision for use in paint or enamel.

Pitch: The incline slope of a roof or the ratio of the total rise to the total width of a house, i.e., an 8-foot rise and 24-foot width is a one-third pitch roof. Roof slope is expressed in the inches of rise per foot of run.

Pitch Pocket: An opening extending parallel to the annual rings of growth that usually contains, or has contained, either solid or liquid pitch.

Pith: The small, soft core at the original center of a tree around which wood formation takes place.

Plaster Grounds: Strips of wood used as guides or strike-off edges around window and door openings and at base of walls.

Plate: Sill plate: A horizontal member anchored to a masonry wall. Sole plate: bottom horizontal member of a frame wall. Top plate: Top horizontal member of a frame wall supporting ceiling joists, rafters, or other members.

Plough: To cut a lengthwise groove in a board or plank.

Plumb: Exactly perpendicular; vertical.

Ply: A term to denote the number of thicknesses or layers of roofing felt, veneer in plywood, or layers in built-up materials, in any finished piece of such material.

Plywood: A piece of wood made of three or more layers of veneer joined with glue, and usually laid with the grain or adjoining plies at right angles. Almost always an odd number of plies are used to provide balanced construction.

Pores: Wood cells of comparatively large diameter that have open ends and are set one above the other to form continuous tubes. The openings of the vessels on the surface of a piece of wood are referred to as pores.

Preservative: Any substance that, for a reasonable length of time, will prevent the action of wood-destroying fungi, borers of various kinds, and similar destructive agents when the wood has been properly coated or impregnated with it.

Primer: The first coat of paint in a paint job that consists of two or more coats; also the paint used for such a first coat.

Putty: A type of cement usually made of whiting and boiled linseed oil, beaten or kneaded to the consistency of dough, and used in sealing glass in sash, filling small holes and crevices in wood, and for similar purposes.

Quarter Round: A small molding that has the cross section of a quarter circle.

Rabbet: A rectangular longitudinal groove cut in the corner edge of a board or plank.

Radiant Heating: A method of heating, usually consisting of a forced hot water system with pipes placed in the floor, wall, or ceiling; or with electrically heated panels.

Rafter: One of a series of structural members of a roof designed to support roof loads. The rafters of a flat roof are sometimes called roof joists.

Rafter, Hip: A rafter that forms the intersection of an external roof angle.

Rafter Valley: A rafter that forms the intersection of an internal roof angle. The valley rafter is normally made of double 2-inch thick members.

Rail: Cross members of panel doors or of a sash. Also, the upper and lower members of a balustrade or staircase extending from one vertical support, such as a post, to another.

Rake: Trim members that run parallel to the roof slope and form the finish between the wall and a gable roof extension.

Raw Linseed Oil: The crude product processed from flaxseed and usually without much subsequent treatment.

Reflective Insulation: Sheet material with one or both surfaces of comparatively low heat emissivity, such as aluminum foil. When used in building construction the surfaces face air spaces, reducing the radiation across the air space.

Reinforcing: Steel rods or metal fabric placed in concrete slabs, beams, or columns to increase their strength.

Relative Humidity: The amount of water vapor in the atmosphere, expressed as a percentage of the maximum quantity that could be present at a given temperature. (The actual amount of water vapor that can be held in space increases with the temperature.)

Resorcinol Glue: A glue that is high in both wet and dry strength and resistant to high temperatures. It is used for gluing lumber or assembly joints that must withstand severe service conditions.

Ribbon (Girt): Normally a 1- by 4-inch board let into the studs horizontally to support ceiling or second-floor joists.

Ridge: The horizontal line at the junction of the top edges of two sloping roof surfaces.

Ridge Board: The board placed on edge at the ridge of the roof into which the upper ends of the rafters are fastened.

Rise: In stairs, the vertical height of a step or flight of stairs.

Riser: Each of the vertical boards closing the spaces between the treads of stairways.

Roll Roofing: Roofing material, composed of fiber and saturated with asphalt that is supplied in 36-inch wide rolls with 108 square feet of material. Weights are generally 45 to 90 pounds per roll.

Roof Sheathing: The boards or sheet material fastened to the roof rafters on which the shingle or other roof covering is laid.

Rubber-Emulsion Paint: Paint, the vehicle of which consists of rubber or synthetic rubber dispersed in fine droplets in water.

Run: In stairs, the net width of a step or the horizontal distance covered by a flight of stairs.

Saddle: Two sloping surfaces meeting in a horizontal ridge, used between the back side of a chimney, or other vertical surface, and a sloping roof.

Sand Float Finish: Lime mixed with sand, resulting in a textured finish.

Sapwood: The outer zone of wood, next to the bark. In the living tree it contains some living cells (the heartwood contains none), as well as dead and dying cells. In most species, it is lighter colored than the heartwood. In all species, it is lacking in decay resistance.

Sash: A single light frame containing one or more lights of glass.

Sash Balance: A device, usually operated by a spring or tensioned weather-stripping designed to counterbalance double-hung window sash.

Saturated Felt: A felt that is impregnated with tar or asphalt.

Scratch Coat: The first coat of plaster, which is scratched to form a bond for the second coat.

Screed: A small strip of wood, usually the thickness of the plaster coat, used as a guide for plastering.

Scribing: Fitting woodwork to an irregular surface. In moldings, cutting the end of one piece to fit the molded face of the other at an interior angle to replace a miter joint.

Sealer: A finishing material, either clear or pigmented, that is usually applied directly over uncoated wood for the purpose of sealing the surface.

Seasoning: Removing moisture from green wood in order to improve its serviceability.

Semigloss Paint or Enamel: A paint or enamel made with a slight insufficiency of nonvolatile vehicle so that its coating, when dry, has some luster but is not very glossy.

Shake: A thick handsplit shingle, resawed to form two shakes; usually edge-grained.

Sheathing: The structural covering, usually wood boards or plywood, used over studs or rafters of a structure. Structural building board is normally used only as wall sheathing.

Sheathing Paper: See Paper, sheathing.

Sheet Metal Work: All components of a house employing sheet metal, such as lashing, gutters and downspouts.

Shellac: A transparent coating made by dissolving lac, a resinous secretion of the lac bug (a scale insect that thrives in tropical countries, especially India), in alcohol.

Shingles: Roof covering of asphalt, asbestos, wood, tile, slate, or other material cut to stock lengths, widths, and thicknesses.

Shingles Siding: Various kinds of shingles, such as wood shingles or shakes and nonwood shingles that are used over sheathing for exterior sidewall covering of a structure.

Shiplap: See Lumber, shiplap.

Shutter: Usually lightweight louvered or flush wood or nonwood frames in the form of doors located at each side of a window. Some are made to close over the window for protection and others are fastened to the wall as a decorative device.

Siding: The finish covering of the outside wall of a frame building, whether made of horizontal weatherboards, vertical boards with battens, shingles, or other material.

Siding, Bevel (Lap Siding): Wedge-shaped boards used as horizontal siding in a lapped pattern. This siding varies in butt thickness from 1/2 to 3/4 inch and in widths up to 12 inches. Normally used over some type of sheathing.

Siding, Dolly Varden: Beveled wood siding that is rabbeted on the bottom edge.

Siding, Drop: Usually 3/4 inch thick and 6 and 8 inches wide with tongued-and-grooved or shiplap edges. Often used as siding without sheathing in secondary buildings.

Sill: The lowest member of the frame of a structure, resting on the foundation and supporting the floor joists or the uprights of the wall. The member forming the lower side of an opening, as a door sill, window sill, etc.

Sleeper: Usually, a wood member embedded in concrete, as in a floor, that serves to support and to fasten subfloor or flooring.

Soffit: Usually the underside of an overhanging cornice.

Soil Cover (Ground Cover): A light covering of plastic film, roll roofing, or similar material used over the soil in crawl spaces of buildings to minimize moisture permeation of the area.

Soil Stack: A general term for the vertical main of a system of soil, waste, or vent piping.

Sole or Sole Plate: See Plate.

Solid Ridging: A solid member placed between adjacent floor joists near the center of the span to prevent joists from twisting.

Span: The distance between structural supports such as walls, columns, piers, beams, girders, and trusses.

Splash Block: A small masonry block laid with the top close to the ground surface to receive roof drainage from downspouts and to carry it away from the building.

Square: A unit of measure--100 square feet--usually applied to roofing material. Sidewall coverings are sometimes packed to cover 100 square feet and are sold on that basis.

Stain Shingle: A form of oil paint, very thin in consistency, intended for coloring wood with rough surfaces, such as shingles, without forming a coating of significant thickness or gloss.

Stair Carriage: Supporting member for stair treads. Usually 2-inch plank notched to receive the treads, sometimes called a “rough horse.”

Stair Landing: See Landing.

Stair Rise: See Rise.

STC (Sound Transmission Class): A measure of sound stopping of ordinary noise.

Stile: An upright framing member in a panel door.

Stool: A flat molding fitted over the window sill between jambs and contacting the bottom rail of the lower sash.

Storm Sash or Storm Window: An extra window usually placed on the outside of an existing one as additional protection against cold weather.

Story: That part of a building between any floor and the floor or roof next above.

Strip Flooring: Wood flooring consisting of narrow, matched strips.

String, Stringer: A timber or other support for cross members in door or ceilings. In stairs; the support on which the stair treads rest also, stringboard.

Stucco: Most commonly refers to an outside plaster made with Portland cement as its base.

Stud: One of a series of slender wood or metal vertical structural members placed as supporting elements in walls and partitions. (Plural: studs or studding.)

Subfloor: Boards of plywood laid on joists over which a finish floor is to be laid.

Suspended Ceiling: A ceiling system supported by hanging it from the overhead structural framing.

Tail Beam: A relatively short beam or joist supported in a wall on one end and by a header at the other.

Termites: Insects that superficially resemble ants in size, general appearance, and habit of living in colonies; hence, they are frequently called “white ants.” Subterranean termites establish themselves in buildings not by being carried in with lumber, but by entering from ground nests after the building has been constructed. If unmolested, they eat out the woodwork, leaving a shell of sound wood to conceal their activities, and damage may proceed so far as to cause collapse of parts of a structure before discovery. There are about 56 species of termites known in the United States; but the two major ones, classified by the manner in which they attack wood, are ground-inhabiting or subterranean termites (the most common) and dry-wood termites, which are found almost exclusively along the extreme southern border and the Gulf of Mexico in the United States.

Termite Shield: A shield, usually of noncorrodible metal, placed in or on a foundation wall or other mass of masonry or around pipes to prevent passage of termites.

Terneplate: Sheet iron or steel coated with an alloy of lead and tin.

Threshold: A strip of wood or metal with beveled edges used over the finished floor and the sill of exterior doors.

Toenailing: To drive a nail at a slant with the initial surface in order to permit it to penetrate into a second member.

Tongued and Grooved: See Dressed and matched.

Tread: The horizontal board in a stairway on which the foot is placed.

Trim: The finish materials in a building, such as moldings, applied around openings (window trim, door trim) or at the floor and ceiling of rooms (baseboard, cornice, and other moldings).

Trimmer: A beam or joist to which a header is nailed in framing for a chimney, stairway, or other opening.

Truss: A frame or jointed structure designed to act as a beam of long span, while each member is usually subjected to longitudinal stress only, either tension or compression.

Turpentine: A volatile oil used as a thinner in paints and as a solvent in varnishes. Chemically, it is a mixture of terpenes.

Undercoat: A coating applied prior to the finishing or top coats of a paint job. It may be the first of two or the second of three coats. In some usage of the word it may become synonymous with priming coat.

Under Layment: A material placed under finished coverings, such as flooring, or shingles, to provide a smooth, even surface for applying the finish.

Valley: The internal angle formed by the junction of two sloping sides of a roof.

Vapor Barrier: Material used to retard the movement of water vapor into walls and prevent condensation in them. Usually considered as having a perm value of less than 1.0. Applied separately over the warm side of exposed walls or as a part of batt or blanket insulation.

Varnish: A thickened preparation of drying oil or drying oil and resin suitable for spreading on surfaces to form continuous, transparent coatings, or for mixing with pigments to make enamels.

Vehicle: The liquid portion of a finishing material; it consists of the binder (nonvolatile) and volatile thinners.

Veneer: Thin sheets of wood made by rotary cutting or slicing of a log.

Vent: A pipe or duct that allows flow of air as an inlet or outlet.

Vermiculite: A mineral closely related to mica, with the faculty of expanding on heating to form lightweight material with insulation quality. Used as bulk insulation and also as aggregate in insulating and acoustical plaster and in insulation concrete floors.

Volatile Thinner: A liquid that evaporates readily and is used to thin or reduce the consistency of finishes without altering the relative volumes of pigments and nonvolatile vehicles.

Wane: Bark, or lack of wood from any cause, on edge or corner of a piece of wood.

Water-Repellent Preservative: A liquid designed to penetrate into wood and impart water repellency and a moderate preservative protection. It is used for millwork, such as sash and frames, and is usually applied by dripping.

Weather-Strip: Narrow or jamb-width sections of thin material or other metal to prevent infiltration of air and moisture around windows and doors. Compression weather stripping prevents air infiltration, provides tension, and acts as a counter balance.

Wood Rays: Strips of cells extending radially within a tree and varying in height from a few cells in some species to 4 inches or more in oak. The rays serve primarily to store food and to transport it horizontally in the tree.

SAMPLE BID TABULATION

Name: _____

Address: _____

Phone: _____

1.	Kitchen: Install (2) GFCI in outlets.	
2.	Kitchen: Prepare and paint interior of window and trim on (2) doors.	
3.	Bathroom: Install GFCI outlet.	
4.	Bathroom: Prepare and paint interior of window.	
5.	Bathroom: Install new toilet.	
6.	SW Bedroom: Install smoke detector in hall.	
7.	NW Bedroom: Repair and finish holes in floor.	
8.	NW Bedroom: Install new door and finish.	
9.	SE Storage Room: Repair and finish ceiling.	
10.	SE Storage Room: Install entry door and storm door.	
11.	SE Storage Room: Install (4) storm windows.	
12.	SE Storage Room: Repair and finish walls.	
13.	Heating Equipment: Install forces air furnace and ductwork.	
14.	Hot Water Heater: Install drop leg on T & P Valve.	
15.	Basement Utility Room: Install cover on open junction box.	
16.	Building Exterior: Install vinyl siding to specifications.	
17.	Building Exterior: Install gutters on entire house.	
18.	Attic: Insulate all attics to R-38, including east storage.	
19.	Electric: Rewire house to specifications.	
	SUB – TOTAL:	
	Cost of LSWP and Clearance	
	TOTAL:	

CDBG Housing Quality Standards

I. Introduction

These physical guidelines for the rehabilitation of existing residential properties have been developed to provide minimum design and construction criteria on a statewide basis. The provisions are extended to serve as an important aid in carrying out the objectives of state and local programs for neglected and run-down properties. These objectives seek the large-scale physical, social and economic regeneration of neighborhoods, which have, in general, seriously deteriorated. These Housing Quality Standards are divided into three parts: a) minor rehabilitation (health and safety standards/weatherization), b) Moderate/Substantial Rehabilitation (livability standards), and c) abatement. The first outlines minimal basic standards to address health and safety issues, which includes weatherization for the residents of the unit. The goal of the moderate/substantial rehabilitation standards is to add 20 years to useful life to the housing unit, addressing issues beyond those considered a health or safety threat. All housing units receiving CDBG assistance must comply with the minimum standards.

The purpose and intent of the guidelines are threefold:

- To assure improved housing that is livable, healthful, safe and physically sound, and at the same time is low enough in cost for present neighborhood residents to afford.
- To provide an acceptable minimum level for residential rehabilitation based on performance, which has maximum flexibility to meet local conditions.
- To encourage innovation and improved technology, which give the promise of reduced construction costs.

A. Contrast with New Construction Standards

These guidelines for rehabilitation are significantly different from standards for new construction. These deteriorating buildings were built many years ago by standards quite different from those practiced today. Former patterns of living and the use of space are now likely to be considered inefficient or inconvenient. Properties, in many cases, will have become substandard because of overcrowding, lack of sanitary conditions and general neglect.

B. Other Codes and Regulations

These guidelines, while setting forth basic objectives and provisions specifically related to rehabilitation, shall not be construed as relieving the property owner, project sponsor or their builder of his/her responsibility for compliance with local ordinances, codes and regulations, including established requirements of health officers or other authority having jurisdiction.

1. Local Codes - Where a local code, regulation or requirement is incomplete or does not fulfill the purpose and intent of these guidelines, this document or local standards derived from these guidelines shall apply.

2. Fire Administration Authorization Act of 1992 - This Act requires all dwelling units to be equipped with either hard-wired or battery-operated smoke detectors. Refer to this Act for additional guidelines for all housing other than single family dwellings.

II. CDBG Standards

A. Minor Rehabilitation

These Standards were developed to provide guidelines for the general well-being of the individuals residing in the home.

1. Utilities: Utilities shall be provided for each property or project, including water sewer, and electrical utilities. Approvable utilities include:
 - a. State approved city/Rural Water District (RWD) or county supplied water, sewer, electrical and gas utilities.
 - b. Privately owned water, sewer, electrical and gas utilities that have been approved by the state and local public institutions for use for residential dwellings.
 - c. For structures connected to an on-site water well, water must be tested and meet water quality standards for drinking water as required by the Kansas Department of Health & Environment (KDHE) for public water supplies; or water supply must be connected to an on-site package disinfecting facility and water must not contain toxic substances determined, in the concentrations present, to be harmful to human health by the KDHE or the Environmental Protection Agency.
 - d. For structures connected to existing on-site septic systems, the design of the system shall ensure that effluent from the septic system and disposal field is not discharging into public and private drinking water supplies, stagnating in pools on the surface or backing up into the residences. For septic systems installed, grantees are required to obtain a permit from the applicable state agency involved. Construction specifications shall follow guidelines established by the applicable state agency.
 - e. For structures connected to on-site propane tanks, propane lines connecting the tank to the building shall conform to Building Officials and Code Administrators (BOCA) codes.
 - f. Structures connected to gas, propane, water, electrical or sewer shall be connected with piping or conduit that is not corroded, does not leak, or is otherwise not allowed by these standards. Bare steel gas lines must be inspected for safety by a local gas company and repaired, if necessary. The inspection report must be in each file.

2. Structural: All floors, stairs, ceilings or other load bearing structural members shall be free of hazards that would indicate a potential for the building or individual members of the building to collapse.
3. Roofs: Roofs shall be repaired or replaced if they have serious defects indicating the potential for structural collapse or if they allow the infiltration of significant amounts of water or air. If repaired, all critical joints in exterior roof construction shall be protected by appropriately installed sheet metal, flashing material or rubberized roofing membrane.
4. Weatherization: All water piping in non-insulated spaces shall be insulated so as to keep them from freezing. All foundation and mobile home crawl spaces shall be enclosed to prevent pipes from freezing in the winter. Pipes shall not be insulated with asbestos material. All asbestos insulating material shall be replaced with non-asbestos material or encapsulated with high-temperature paint or other Environmental Protection Agency (EPA) approved material.
5. Lead-Based Paint: The issue of lead-based paint must be addressed in **every** house built prior to 1978 receiving rehabilitation assistance in all HUD programs. See Attachment 20 herein for the regulations. These lead-based paint regulations are a part of the health and safety CDBG housing standards and are applicable as to the amount of dollars spent on the housing rehabilitations activity.
6. Heating Appliances: All mechanical equipment shall be inspected for faulty operation, fire and other hazards. Repairs and replacement shall be made as needed and necessary to eliminate the hazard. Heating facilities shall be provided for each living unit. All new installations of heating appliances shall comply with the manufacturer's recommendations for installation and placement. All gas, propane, liquid and solid fuel burning appliances must be vented to the outer air.

Existing masonry chimneys or metal flues shall not have cracks or holes that permit smoke or fumes to be discharged. Deteriorated pipes or chimneys that have been determined by the inspector or the grantee to constitute a potential threat to the safety of the occupant shall be replaced. Existing unlined masonry chimneys which permit flames or fumes to be discharged should be removed and replaced with corrosion-resistant pipe, or, if not replaced, shall be lined with corrosion-resistant pipe one inch less in diameter than the interior of the chimney, or shall be lined with terra cotta. Vent pipes shall slope upward not less than 1/4" per foot.

Any asbestos-containing materials wrapped around vent pipes shall be removed or encapsulated with high temperature paint. Asbestos removal procedures shall conform to EPA regulations.

All heating applications shall be located in unconfined spaces that will provide adequate combustion air as recommended by the manufacturer of the appliances.

Located in a confined space, adequate ventilation between the confined area and unconfined space shall be provided to allow adequate combustion air to enter the confined space.

7. Solid Fuel Burning Appliances: All existing chimneys and vents for solid fuel burning appliances shall be cleaned as part of the rehabilitation process. All chimneys and vents for solid fuel burning appliances shall terminate at least two feet above any part of the roof located horizontally with ten feet of the chimney or vent.
 - a. Metal Flues: (1) Solid fuel burning appliances (wood, coal, etc.) shall be vented so that single walled pipe shall have at least 16" clearance from combustible material; (2) double walled pipe shall have at least 8" clearance from combustible material; and (3) triple walled pipe shall have at least 2" clearance from combustible material. Double walled insulated stainless steel pipe shall have at least 3" clearance from combustible material. All pipe-venting solid fuel-burning appliances shall have been approved by Underwriters Laboratories to withstand heat of 1,500 degrees or more for three hours. All galvanized pipe shall be of #10 thickness or of superior fire resistance.
 - b. Masonry Chimneys: Existing masonry chimneys being used to vent solid fuel burning appliances shall be constructed of at least 8" of solid masonry around the vent below the roof line and 4" of solid masonry around the vent above the roof line. Combustible material above the roofline shall have at least a 2" clearance from a flue built of less than 8" of solid masonry. All such chimneys shall be lined with terra cotta or firebrick.
 - c. Placement: Solid fuel burning heaters shall not be placed within 36" of any unprotected walls or within 18" of an unprotected floor. Protection of walls and floors may be provided with or without ventilated spaces between the protection and the wall. Ventilating spaces shall consist of one-inch space between a listed noncombustible material and the wall. Spacers and ties between the material and the wall shall be noncombustible and shall be resistant to heat conduction. Spacers shall not be placed between the appliance and the wall. With wall protection and ventilated space, clearance between the appliance and the wall may not be less than 12". With wall protection and no ventilated space, clearance between the appliance and wall may not be less than 24" unless more than 4" of solid masonry is used as the protection.
8. Plumbing: Plumbing systems shall operate free of clogging and shall not have cross connections that permit contamination of water supplies or back siphoning between fixtures.
 - a. Water and sewer lines shall be free of major leaks that cause serious and persistent levels of rust or contamination of the water, or which damage

other elements of the building. All water lines in unheated areas shall be insulated so as to keep them from freezing.

- b. All natural and liquid propane gas piping shall be free of leaks. Pipes feeding each individual gas fueled appliance shall have a shut-off valve. Gas lines shall be free of corrosion that potentially could cause a gas leak soft copper piping and other non-rigid piping shall not be used in replacing and installing natural gas lines. Soft copper piping used in installing or replacing propane gas lines shall not be located in areas where it is accessible to tampering by children or located in passageways where it can be potentially kicked, stepped on or bent, so as to cause leakage of gas around flange connections.
9. Electrical: Existing wiring and electrical equipment, where its continued service is contemplated, shall not be a potential source of electrical hazard or ignition of combustible materials. Wherever potential hazards are determined to be present, replacement of existing wiring or equipment shall be made. Existing facilities that are inadequate to meet anticipated demand shall be replaced to meet that demand. Inadequate facilities include the use of power strips if more than two appliances are used regularly by that outlet. Hazards such as broken wiring, non-insulated wiring, frayed wiring, a light fixture hanging from an electrical wire without other visible means of support, missing cover plates on switches, outlets and junction boxes exposed to the occupants of the dwelling or which are covered with combustible material, knob and tube, aluminum or obsolete wiring systems, badly corroded outlets, exposed fuse box connections, and overloaded circuits evidenced by frequently blown fuses, shall be eliminated.
 - a. New electrical work shall be installed using the appropriate provisions of the National Electrical Code as it has existed within the last ten years. Not less than two general lighting circuits (15 amp.) and one appliance circuit (20 amp.) shall be provided.
10. Bathroom: Commode: Bathrooms must have a working commode for the exclusive use of the occupant. The commode must be connected to a water supply and sewer. The commode must not leak, have clogged water lines or have a sewer line that is clogged or backs up.
 - a. Lavatory: Bathrooms must have a fixed wash basin or lavatory that is permanently and securely fastened to the wall. The lavatory must be equipped with hot and cold running water and have a working drain with a gas trap.
 - b. Bathtubs and Showers: Bathrooms must be equipped with a working tub or shower with hot and cold running water and have a working drain with a gas trap.
11. Termite Treatment: Chemicals applied as a termite treatment shall only be applied to a house by a person that is a licensed commercial applicator. Persons who are licensed shall not assign persons who are not licensed responsibility for

treating a house. Grantees shall keep documentation showing that the person chosen to undertake termite treatment is a licensed applicator. EPA has banned use of chlordane; therefore it is also not allowed on CDBG-funded rehabilitation projects.

12. **Materials:** All materials shall be installed in locations and for purposes that are recommended by the manufacturer of the materials.
13. **Smoke Detectors:** All units shall be equipped with at least one hard-wired operating smoke detector (if the unit is being rewired) or a battery-operated smoke detector located near the sleeping quarters, and on each level of the house, including basement.
14. **Weatherization:** All houses shall be equipped with the following weatherizing improvements:
 - a. **Windows:** All windows shall be equipped with two layers of glass (storm windows count as one layer) and glass panes shall be intact. Windows shall not allow the significant entry of air or water into the structure from around the windows, sashes, or window casings. Window casings that are replaced shall be filled with insulation.
 - b. **Doors:** All exterior doors shall be weather-stripped. Weather-stripped doors that allow the significant entry of air or water into the structure shall be replaced or repaired to eliminate this problem.
 - c. **Ceiling Insulation:** Ceiling insulation shall be provided over all habitable areas. Combustible materials, such as beadboard or styrofoam, shall not be used for attic insulation. All ceilings shall be insulated to at least R-30 or as can be determined for a particular structure using HUD's Cost Effective Energy Conservation Standards for Rehabilitation Projects.
 - d. **Side Wall Insulation:** All side walls shall be insulated to R-11 or better or as can be determined for a particular structure using HUD's Cost Effective Energy Conservation Standards for Rehabilitation Projects. Walls in spaces heated with solid fuel-burning heating appliances are exempt from this requirement. Sidewall insulation shall not be installed using beadboard, styrofoam or other combustible materials. When exterior walls are repaired by, removing existing sheathing or interior wall covering, insulation shall be provided to the exposed portion of the wall cavity; a vapor barrier shall be provided on the warm side of the cavity or furring when insulation is added.

B. Moderate/Substantial Rehabilitation

The following standards apply to the units in the funded project awarded to this level. These standards include all of the provisions listed as “minor standards” and all of the provisions listed under this section.

1. Access to the Unit
 - a. Where access to the structure is outdoors and more than 12" above grade, steps shall be provided for all-weather access to the building and constructed so as to provide safety and reasonable durability.
 - b. Where access to the unit is on the interior of the structure, each unit shall not have its only access through another unit.
 - c. A primary entrance readily accessible to the handicapped in accordance with the provisions on ANSI A117.1 shall be provided to any residential structure intended for occupancy by the physically handicapped.
2. Dilapidated Elements: All dilapidated portions of existing properties which are not economically repairable or which are not of historic significance and which pose safety hazards to the occupants of the dwelling shall be removed from the building.
3. Dirt and Debris: Properties that are rehabilitated shall be free of dirt, debris or other unsightly elements that are the result of the rehabilitation process.
4. Space Standards: Each living unit shall be provided with space necessary for suitable sleeping, cooking, dining, storage and sanitary facilities and provide space of such size and dimensions so as to permit placement of furniture and essential equipment. There shall be at least one bedroom for every two residents, a kitchen, living room and bathroom. Minimum sizes for these rooms are as follows:

<u>Room Dimension</u>	<u>Space</u>
Living Room	120 sq. ft.
Bedroom	70 sq. ft.
Bathroom	24 sq. ft.
Kitchen	30 sq. ft.

Total area required:

400 sq. ft. Minimum average ceiling height for all rooms: 7' 2 "

5. Light and Ventilation
 - a. Ventilation: Natural ventilation of spaces such as attics, enclosed basements and crawl spaces, shall be provided by openings of sufficient sizes to overcome dampness and minimize the effect of conditions to

- decay and deterioration of the structure, and prevent excess heat in attics. Exterior openings shall be effectively screened where needed.
- b. Ventilation of utility spaces: Utility spaces which contain solid, liquid or gas-burning heat-producing or air conditioning equipment shall be ventilated to allow adequate combustion air.
 - c. Windows: There shall be at least one operable window in the living room and bedrooms. Kitchens and bathrooms not having an operable window shall have a working ventilation system.
6. Doors and Access Openings
- a. Exterior Doors: Exterior doors installed with the use of CDBG funds shall have safety locks.
 - b. Stairways: All stairways shall provide for safety of ascent and descent and shall be equipped with handrails at an appropriate height for the owner of the residence. Risers shall not be more than 12" in height and not less than 10" in width, unless conditions make the installation of risers less than 12" in height impossible.
7. Structural Components: All structural components of the building shall be in sound condition and considered serviceable for the expected full life of the rehabilitated buildings. Individual structural members in seriously deteriorated condition shall be replaced.
- a. Ceilings: Ceilings shall not have large cracks or holes that allow significant entry of air into the unit. Ceilings shall not buckle or bulge, have missing parts or have loose surface materials other than paper.
 - b. Interior Wall Conditions: Interior walls shall not have loose structural members, large holes (over 1" X 1" in size), or allow the significant infiltration of air or water into the structure.
 - c. Floor Conditions: Floors shall not have threats to safety (e.g. tripping) or large cracks or holes that allow substantial drafts to enter the structure. Floors shall not significantly move under walking stress and shall not have damaged or missing parts such as: floor joists, band joists, plates and sub-flooring.
 - d. Foundations: Foundations shall provide for the adequate support of structural members and loads placed upon them. Foundations shall prevent the entrance of water or excessive moisture. Serious defects shall be repaired and cracks effectively sealed. Foundation walls shall not allow the significant entry of ground water. "Significant" means that the majority of the basement floor or crawl space area is covered with ground water. Any new footings installed shall provide for subsurface drainage away from the foundation.

- e. Drainage: Any deficiencies in proper grading, guttering or paving adjacent to the building shall be corrected to assure surface drainage away from the basement or crawl space.
 - f. Exterior Walls: Exterior walls shall provide safe and adequate support for all loads placed upon them and shall prevent the excessive infiltration of air or moisture. Serious defects shall be repaired and cracks effectively sealed.
 - g. Roofs: All roofs shall have suitable watertight and reasonably durable covering free of holes, cracks, excessively worn surfaces or other defects that would indicate the potential for significant infiltration of air, water or excessive moisture. Repairs to roofs shall be completed in accordance with new construction standards unless the area to be repaired is less than 1/10 of the surface of the roof. If gutters, soffits, fascia or other elements allow the significant entry of water or air into the structure, they shall be replaced to eliminate this problem. Roofs should not need replacement for at least a five-year period.
8. Kitchens and Baths
- a. Kitchens: Kitchens must be supplied with a sink that has hot and cold running water. Sinks should have a working drain with a gas trap and must be securely fastened to the wall. Kitchens must have a stove or a range with an oven. Top burners and oven must be operable. A refrigerator must be present and working, and it must maintain a temperature low enough so that food does not spoil over a reasonable period of time.
 - b. Bathrooms: Bathtub and shower bases shall be appropriately sealed to prevent water from damaging the floor. Bathroom floors shall be covered with a waterproof covering. Showers or tubs installed in housing for the elderly and handicapped shall be provided with two grab bars installed to sustain a dead weight of 250 pounds for five minutes. Tub or shower bottom surfaces shall be slip resistant. Shower enclosure areas shall be tiled or covered with a waterproof surface from the floor to five feet above the floor. Barriers shall exist between all drains and water supplies on bathroom fixtures to ensure that wastewater does not flood water supply systems.
9. Plumbing
- a. Domestic Hot Water Heating and Storage: Each building or unit within the building shall have domestic hot water in quantities sufficient for the needs of the occupants. Existing water heating and storage equipment shall be in good serviceable condition. Water heaters shall not be installed in rooms designed and used for sleeping purposes. All fuel-burning water heaters shall be connected to a vent leading to the exterior of the building. As required for venting of heating equipment, vents

shall not have cracks or holes that allow fumes to be discharged. All water heaters shall have a shutoff valve on the water supply line close to the heater. All water heaters shall have a temperature/pressure relief valve and discharge pipe.

- b. Water and Sewer Lines: All water and sewer lines that have the potential for major leaks that could cause serious and persistent levels of rust or contamination of the water, or which potentially could damage other elements of the building, should be replaced. Sewer lines servicing a building shall be equipped with a clean-out screw. Building wastewater shall be appropriately vented to the outside air to prevent the buildup of gases in the sewer lines. When using CDBG funding, all water supply lines feeding toilets, sinks, showers, lavatories, hot water heaters and other plumbing fixtures shall be installed with shutoff valves. All lead water and waste disposal lines shall be replaced with non-lead material. Lead-based solder shall not be used to connect copper water supply lines. Gas traps will be provided for washing machine waste disposal lines unless airtight connections have been made.
- 10. Mechanical: Heating facilities shall be provided for each living unit, which are safe to operate, economical to operate and are free from objectionable drafts. Flue connections shall not allow exhaust gases to enter the living areas. Fuel tanks shall not be in close proximity to heat sources (at least 10 feet, or the standard recommended by the manufacturer or regulating code). Combustible materials shall not be stored in close proximity to heat sources and flues.
 - 11. Electrical: All habitable rooms and other spaces requiring electrical service shall be provided with a system of wiring, wiring devices, and equipment to safely provide electrical energy for proper illumination, appliances, resident security and other electrical equipment. There shall be at least two working outlets or one working outlet and one light switch in kitchens, corridors, bathrooms, bedrooms, utility rooms and living rooms. At least 100 amp. service shall be provided for houses that have 220-volt receptacles.

S A M P L E

**Contractor Guidelines
For The (City/County) Of _____
Housing Rehabilitation Program**

In order to be eligible to perform rehabilitation work in the _____ Housing Rehabilitation program, contractors must meet the following program requirements.

I. Contractor Eligibility

- A. Contractors are placed on the Bidders List through contact with the City.
- B. Contractors may be asked to provide work and credit references.
- C. Contractors must have good references.
- D. Contractors must be in good standing which means they will not appear on the Department of Labor's debarment list.
- E. Contractors must be a Licensed Renovator firm with KDHE.

II. Contractor Requirements

- A. Contractors must comply with all federal and state guidelines, rules, regulations and orders issued by the U.S. Department of Housing & Urban Development, the U.S. Department of Labor, and the Kansas Department of Commerce governing the _____ Housing Rehabilitation program.
- B. Contractors may not work on more than one house in the City at one time, unless the dollar value of a housing rehabilitation contract is less than \$2,500; except under special exceptions granted by the City Council.
- C. Contractors shall provide and shall require any subcontractors to provide certificates or other evidence of insurance prior to signing a contract certifying that for the period covered by any contract all contractors and subcontractors carry:
 - 1. Workmen's Compensation Insurance for all owners, employees and employees of subcontractors engaged in work on the premises, in accordance with Kansas Workmen's Compensation Laws.
 - 2. Manufacturers and Contractors Public Liability Insurance with limits of \$100,000/\$300,000 to protect the contractor, his subcontractors, and the owners, as their interest may appear, against claims for injury to, or death of, one or more than one person, due to accidents which may occur or result from operations under any contract; such insurance shall cover the use of all equipment, machinery, hoists and motor vehicles used in the performance of work.

3. Property damage insurance in an amount not less than \$25,000 to protect the contractor, his subcontractors and the owners, as their interests may appear, from claims for property damage that might arise from operations under any contract.
 4. Any and all additional insurance required by the laws of the State of Kansas.
 5. Documentation that they are a KDHE licensed renovation firm.
 6. All workers on the job site must have completed an approved LSWP training and be a certified renovator.
 7. If roofing work will be performed, the firm and sub-contractor that will be performing the roofing improvement must be certified roofers.
- D. An invitation to bid will be sent to all contractors. Those contractors interested will be sent a bid package which will include:
1. Instructions to bidders, which will include bid tour date and bid opening.
 2. The final bid specifications for each house.
 3. A required Bid Proposal form for each house.
 4. General and Material Specifications.
 5. A notice of where lead hazards have been identified.
 6. A copy of the Construction Contract (for informational purposes only).
- E. Contractors send sealed bids to the _____ City Clerk.
- F. Bid selection will be determined by the following factors for each house:
1. Lowest bid.
 2. Each contractor will only be allowed have two open housing contracts at one time.
 3. Low bid on individual line items selected for inclusion in the final contract document specifications.
 4. Quality of workmanship on previous projects.
 5. Performance on previous contracts with federal and state funds.
 6. References supplied by the contractor.
- G. City Council approves the best bid.
- H. Conference is held between the Grant Administrator and the contractor to finalize the contract specifications, contract terms and to go over federal and state rules, regulations, and laws. Contract specifications may need to be revised due to a maximum allowable limit per house placed on grants to home owners. The contract specifications will contain only the highest priority repairs on each house.
- I. Conference is held between the Grant Administrator, the contractor and the homeowner to sign the contract and issue the Notice to Proceed.
- J. City must explain how payment will be made.

- K. The contractors are required to submit a lien prevention document. Part 1 is submitted to acknowledge where the materials will be purchased and any sub-contractors working on the project. Part 2 will be submitted at the end of the project to assure all materials and sub-contractors have been paid.
- L. The notice to proceed must be signed within three months of bid opening.
- M. Rehabilitation work must be completed within an appropriate timeline. Thirty days are preferred, but 45 days are acceptable. Under no circumstances should a contractor take more than 60 days to complete the rehabilitation.
- N. The contractor should be paid in one lump sum payment. In special circumstances one progress payment may be made. If the contractor is paid by progress payment, the contractor may only be paid for work that has been completed and inspected. Under no circumstances shall a final payment be made until the Certification of Completion, Clearance Report and Lien Prevention documents have been received.
- O. A one year warranty must be provided on all work and materials.
- P. Appropriate insurance and LBP certification must be provided for all employees and sub-contractors.
- Q. If roofing work will be performed; the required registration from the Attorney General's office must be submitted.
- R. All contractors must use the material specifications provided. The only exception would be if something different is written in the scope of work.
- S. All contractors must attend pre-bid tour.
- T. If the contractor finds the need for a change order, the inspector should be contacted first. No change order can be granted until the inspector approves.

PASSED AND APPROVED by the Mayor and governing body of the City of _____, Kansas, this ____ day of _____, 20____.

Mayor

ATTEST: _____
City Clerk

S-A-M-P-L-E
Rehabilitation or Demolition Contract

THIS AGREEMENT, made and entered into this _____ day of _____, 20 ____, by and between _____, hereinafter called the “Contractor”, _____, hereinafter called the “Owner”, and the _____, City of _____, hereinafter called the “City”. In consideration of the mutual promises and agreements contained herein, the undersigned Contractor, Owner and City agree as follows:

I. The Contractor shall comply with the following provisions:

A. Labor, Materials, and Work Write-Up:

Furnish all labor, materials, supervision and services necessary to do the work specified in the “Work Write-Up” attached and made a part hereof for the total sum of \$ _____.

B. Notice to Proceed:

Not to begin the work to be performed until receipt of Written Notice to Proceed, after which the Contractor shall begin the work within 10 calendar days of the date of said Notice, and shall complete said work within _____ calendar days thereafter.

C. Specifications - Codes and Regulations:

Comply with all appropriate specifications and codes referred to and with all regulations, ordinances and laws of the City of _____, the State of Kansas, and the federal government, and permit reasonable inspection of all work by authorized inspectors.

D. Insurance:

1. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor’s execution of the work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. Claims for damages because of bodily injury, occupational sickness or diseases, or death of his employees;
- b. Claims for damages because of bodily injury, sickness or disease, or death of any persons other than his employees;
- c. Claims for damages insured by usual personal injury liability coverage that are sustained 1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or 2) by any other person;
- d. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

- e. Bodily injury insurance shall be, at a minimum, in the amount of \$100,000.
- 2. Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior Written Notice has been given to the City.
- 3. The Contractor shall procure and maintain, at his own expense, during the contract time, public liability insurance as required by the city, at a minimum, in the amount of \$300,000.
- 4. The Contractor shall procure and maintain, at his own expense, during the contract time, in accordance with the provisions of the laws of the State in which the work is performed, Workmen's Compensation insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

E. Lead Based Paint Prohibition:

The Contractor shall not use or subcontract to a Contractor that uses lead based paint having more than 6/100 of 1 percent lead content by weight in the performance of this contract. Contractors shall comply with the provisions of 29 CFR Part 1926, governing the protection of workers dealing with lead painted surfaces. The Contractor shall contact the city's inspector before disturbing any surfaces painted with lead paint and shall ensure that proper procedures are in place to protect the Contractor's employees and the occupants of the house.

F. Permits and Licenses:

Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

G. Debris and Material Removal:

Keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor, unless specifically spelled-out otherwise in the "Work Write-Up".

H. Assignments and Subcontractors:

Shall not assign the Contract or subcontract any portion of this Contract without written consent of the Project Administrator. The request for the assignment must be addressed to the Project Administrator, _____. The Contractor is responsible for all work carried out by any Subcontractor.

I. Subcontractors to City Officials:

Shall not subcontract any part of the work to be performed under this Contract to any member, officer or employee of the city or its designees or agents, no member of the governing body of said City, and no other public official of such locality who exercises any functions or responsibilities with respect to the CDBG program giving rise to this contract during his or her tenure or for one year thereafter.

J. Guaranty:

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred.

K. Correction of Work:

1. The Contractor shall promptly remove from the premises all work rejected by the Inspector for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.
2. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of Written Notice, the City may remove such work and store materials at the expense of the Contractor.

L. Suspension of Work - Termination and Delay:

1. The City may suspend the work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor, which notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed.

The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension.

2. If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficiently skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work, or if he disregards the authority of the Project Administrator, or if he otherwise violates any provision of the contract documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price exceeds the direct and indirect costs of completing the project, including compensation for direct costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the contractor's bond or the Contractor will pay the difference to the City. Such costs incurred by the City will be determined by the Project Administrator and incorporated in a Change Order.
3. Where the Contractor's services have been so terminated by the City, said termination shall not affect any right of the Owner against the Contractor then existing of which may thereafter accrue. Any retention or payment of monies by the City due the Contractor will not release the Contractor from compliance with the contract documents.
4. After ten (10) days from delivery of a Written Notice to the Contractor, the City may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.
5. If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the City or under an order of court or other public authority, or the City fails to act on any request for payment within thirty (30) days after it is submitted, or the City fails to recommend payment to the Contractor substantially the sum approved by the Project Administrator or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to

the Owner and Project Administrator, terminate the Contract and recover from the City payment for all work executed and expenses sustained. In addition and in lieu of terminating the Contract, if the Project Administrator has failed to act on a request for payment or if the City has failed to make any payment aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and the City stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, Change Orders shall be issued for adjusting the contract price or extending the contract time of both to compensate for the costs and delays and attributable to stoppage of the work.

6. If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Owner or City to act within the time specified in the contract documents, or if no time is specified, within a reasonable time, an adjustment in the contract price or an extension of the contract time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or City.

M. Payments to Contractor:

1. At least ten (10) days before any payment is to be requested, the Contractor will submit to the Project Administrator a payment request filled out and signed by the Contractor covering the work performed and supported by lien releases covering all supplies, labor and/or Subcontractors used in the completion of the rehabilitation project. The City may authorize a draw at 50 percent completion of the work, with 10 percent retainage withheld in emergency situations. However, normally the City will make a single payment upon completion. Lien releases must be provided prior to any payment being made to the Contractor.
2. A request for 50 percent payment may also include an allowance for the cost of such major materials and equipment that are suitably stored either at or near the site, if lien releases are provided for the material and equipment stored.
3. Prior to substantial completion, the Owner, with the approval of the Project Administrator and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.
4. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work or the restoration of any damaged work except for what may be caused by agents or employees of the Owner.
5. Upon completion and acceptance of the work the Project Administrator shall issue a certificate attached to the final payment request that the work has been accepted by him under the conditions, of the contract documents. The entire balance found to be due the Contractor, including the retained percentages, but

except such sums as may be lawfully retained by the City, shall be paid to the Contractor, within thirty (30) days of completion and acceptance of the work, if the Contractor has provided all required lien releases and has signed a certification that all materials, laborers and/or Subcontractors have been paid in full.

6. The Contractor hereby identifies and saves the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in furtherance of the performance of the work. The Contractor shall, at the Owner or City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City shall be considered as a payment made under the contract documents by the City to the Contractor, and the City shall not be liable to the Contractor for any such payments made in good faith.
7. If the City fails to make payment thirty (30) days after approval by the Project Administrator, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until, the payment is received by the Contractor.

N. Acceptance of Final Payment as Release:

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City and Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and other relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the contract documents.

O. Changes in the Work:

1. The City or Project Administrator may at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the contract documents, or in the time required authorized by Change Order, the City shall review and give final approval to all Change Orders.

2. The Project Administrator, also, may at any time, by issuing a Field Order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Project Administrator.

P. Changes in Contract Price:

The Contract price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract price shall be determined by one or more of the following methods in the order of precedence listed below:

1. Unit prices previously approved.
2. An agreed lump sum.
3. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the work to cover the cost of general overhead and profit.

Q. Time for Completion and Liquidated Damages:

1. The date of beginning and the time for completion of the work are essential conditions of the contract documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
2. The Contractor will proceed with the work at such rate of progress to ensure full completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the City, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
3. If the Contractor shall fail to complete the work within the contract time or extension of time granted by the City, then the Contractor may be required to pay to the City the amount of \$50/day for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the contract documents.
4. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given Written Notice of such delay to the City or Project Administrator.
 - a. To any, preference priority, or allocation order duly issued by the Owner;
 - b. To unforeseeable causes beyond the control and without the fault of negligence of the Contractor, including but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another Contractor in the performance of an Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics,

quarantine restrictions, strikes, freight embargoes and abnormal and unforeseeable weather; and

- c. To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 4a and 4b of this article.

R. Equal Employment Opportunity, Nondiscrimination and Minority Business Enterprise Utilization:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11426, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared to be ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provision will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
 8. The Contractor will make affirmative efforts to utilize minority business enterprises for suppliers and Subcontractors and will document his efforts to the City.
- S. Training and Employment of Lower Income Residents of Project Area:
1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
 2. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

II. The Owner Shall:

- A. Not permit or make any changes or additions to the plans and specifications without written approval of the City.
- B. Permit the Contractor to use, at no cost, existing utilities such as light, heat, power and water necessary to the carrying out and completion of work.
- C. Cooperate with the Contractor to facilitate the performance of the work including the removal and replacement of rugs, coverings and furnishings as necessary.
- D. Abide by the terms of this Contract and allow the rehabilitation to be carried out in accordance with city codes and federal regulations.

III. General Provisions:

- A. This Contract embodies all of the representatives, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.
- B. The Contractor agrees to perform the work required by this Contract, and the Owner agrees that neither he nor the members of his family, his tenants, agents or employees will hinder the Contractor in his work or the Project Administrator in carrying out HUD requirements and city codes and policies.
- C. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.

_____ Contractor	_____ Owner
_____ By	_____ Renter (if applicable)
_____ Address	_____ Address
_____ Telephone	_____ Telephone
	_____ Mayor or Authorized City Official, Housing Rehabilitation Program

Lien Prevention Document

(Part 1)

GRANTEE: _____

ADDRESS: _____

CDBG PROJECT #: _____

PROPERTY NUMBER OR NAME: _____

PROPERTY ADDRESS: _____

Contractor, _____ has entered into a contract with the city of _____ to complete rehabilitation work contracted for at the above referenced property address.

Contractor understands that the city requires a disclosure by the contractor of all suppliers and subcontractors who will furnish labor, equipment, material or supplies, used or consumed to complete the rehabilitation work contracted for at the above referenced property address.

Contractor does hereby certify and disclose the following suppliers and subcontractors who will provide services at the above referenced property address.

Company Name: _____ **List the type of services or product supplied:**

Full Address: _____

Name of Owner/President: _____

Phone Number: _____

Company Name: _____ **List the type of services or product supplied:**

Full Address: _____

Name of Owner/President: _____

Phone Number: _____

If, during the course of the rehabilitation project, a Contractor utilizes the services of any supplier or contractor other than those previously disclosed, that Contractor will be required to make full disclosure of the company name, address, phone number and services provided to the grant administrator immediately.

Contractor certifies that there are no other suppliers and/or subcontractors that will perform services in connection with the above described property.

Contractor understands that final payment in the amount of _____ will be withheld until the city of _____, verifies that all suppliers and subcontractors have been paid by the Contractor for the services to above described property.

FURTHER AFFIANT SAITH NOT.

(Signature)

(Date)

Now, on this ___ day of _____, 2007, before me, a notary public in and for the state of Kansas aforesaid, came _____ (Contractor), known to me to be the person who executed the about document and upon oath states that statements made herein are true and correct.

Sworn and subscribed before me this ___ day of _____, 2007.

NOTARY PUBLIC
My appointment expires: _____

Lien Prevention Document

(Part 2)

GRANTEE: _____

ADDRESS: _____

CDBG PROJECT #: _____

PROPERTY NUMBER OR NAME: _____

PROPERTY ADDRESS: _____

I, _____, was a sub-contractor/supplier for rehabilitation of the above referenced address.

I, provided the following service in the completion of the above project:

I, do hereby certify that I have been **paid in full** for all the labor/materials stated above and have made full disclosure of all goods and services provided to the shown property.

DATE

SIGNATURE

(notary public)

I, the PROJECT ADMINISTRATOR, have verified to the best of my knowledge that this contractor has made full disclosure:

LEAD SAFE HOUSING RULE

LICENSING KANSAS LEAD PROFESSIONALS - The Renovation, Repair and Painting Rule (RRP)

The U.S. Department of Housing and Urban Development's Lead Safe Housing Rule (HUD's LSHR, which is found in HUD's regulations at 24 CFR Part 35, Subparts B through M), generally applies to work performed in target housing units receiving HUD housing assistance, such as rehabilitation.

The grantee who accepts HUD funds becomes responsible for compliance with the LSHR and becomes the designated party (or DP). The rule requires renovation firms (contractors) to be licensed by the Kansas Department of Health and Environment (KDHE), workers to be trained and certified and requires the use of lead safe work practices on the job. The term "rehabilitation" is used by HUD to describe residential renovation work.

Common renovation activities like sanding, cutting and removal can create hazardous lead dust and chips by disturbing lead-based paint, which can be harmful to adults and children.

On April 22, 2008, the Environmental Protection Agency (EPA) issued a rule requiring the use of lead safe practices and other actions aimed at preventing lead poisoning. Under the rule, beginning in April 2010, contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, childcare facilities and schools built before 1978 must be certified and must follow specific work practices to prevent lead contamination.

There are some differences between the EPA/KDHE, RRP Rule and the HUD Lead Safe Housing Rule. A major difference is that the LSHR requires clearance examinations. All housing receiving federal assistance must still comply with the LSHR and KDHE.

All renovators should follow these three simple procedures:

- Contain the work area.
- Minimize dust.
- Clean up thoroughly.

From December 2008, the rule has required that contractors performing renovation, repair and painting projects that disturb lead-based paint provide to owners and occupants of child care facilities and to parents and guardians of children under age six that attend child care facilities built prior to 1978 the lead hazard information pamphlet **Renovate Right: Important Lead Hazard Information for Families, Child Care Providers, and Schools**. Starting on April 22, 2010, the rule will affect paid renovators who work in pre-1978 housing and child-occupied facilities, including:

- Renovation contractors.
- Maintenance workers in multi-family housing.
- Painters and other specialty trades.

Under the rule, child-occupied facilities are defined as residential, public or commercial buildings where children under age six are present on a regular basis. The requirements apply to renovation, repair or painting activities. The rule does not apply to minor maintenance or repair activities where less than two square feet of lead-based paint is disturbed in a room or where less than 20 square feet of lead-based paint is disturbed on the exterior. Window replacement is not minor maintenance or repair.

Exemptions under the LSHR are residential structures built after January 1, 1978, emergency action activities, rehabilitation that does not disturb paint, unoccupied units that will be demolished and elderly and disabled housing that are for the sole use of such persons.

The major types of requirements under the LSHR are identification and notification of defective paint surfaces, treatment of defective paint surfaces, response to Elevated Blood Level (EBL) in children and other lead-based paint requirements, such as: Occupant Protection, Worker Protection, Work Area Containment and Document Maintenance/Clearance.

NOTE: CDBG does not allow any owner, whether an owner-occupant or landlord, to opt out of the use of lead safe work practices at any time.

In order to comply with HUD and KDHE, the CDBG program is implementing the following instructions to assist the implementation of the RRP rule.

Notifications

Four types of notifications are required in the CDBG program. These notifications are to be given to both the occupants and landlords, when applicable.

1. Two brochures require distribution to all units built before 1978 and before starting renovation work. The required brochures are found as attachments and titled: “Protect Your Family From Lead In Your Home” and “Renovate Right: Important Lead Hazard Information for Families, Child Care Providers, and Schools”. The family occupying the property and in the case of a rental unit both the landlord and renter must be provided the brochures. The documentation of this action must be present in the file.
2. RISK ASSESSMENT/NOTICE OF EVALUATION. This notice informs the occupants that paint has been evaluated to determine if it is LBP. After the CDBG/HQS inspection and the work write up have been completed, the Lead Hazard Risk Assessor will perform this task. Only a certified risk assessor may test to determine whether LBP is present. Test kits cannot be used to identify LBP. The risk assessor must notify the homeowner/occupant within 15 calendar days of receiving the evaluation report. The summary of this report should be provided to all contractors bidding on this property. At a minimum, the notice of evaluation results must include a) the date of the notice;

b) a summary of the nature and scope of the evaluation; c) a contact name, address and phone number for more information; d) the results of the evaluation; and e) a contact name, address and phone number to obtain the actual report.

3. **NOTICE OF CLEARANCE**. This notice informs the homeowner/tenant that clearance has been achieved and it is safe for them to reoccupy the construction area. This should be given as soon as clearance has been achieved. If the first clearance testing fails, it will be the contractor's responsibility to pay for all additional clearance testing until a passing clearance can be obtained.

The unit, or, where the work is contained, (the work area and an area just outside the containment) must pass clearance, and must not have any remaining lead hazards. If clearance fails at either the visual assessment step or the dust-testing step, cleaning has to be redone. The failed part of the work area is the specific area that was tested, as well as any areas that were not tested, and any other areas that are being represented by the sampled areas. For example: just one bedroom was tested because it was to represent all bedrooms in the housing unit; it failed. Therefore, all of the bedrooms in the unit have to be re-cleaned and re-cleared.

4. **NOTICE OF LEAD HAZARD REDUCTION/CLEARANCE REPORT**. This notice describes the hazard reduction work completed and gives the contact information for occupants to get more information. The risk assessor must notify the homeowner/occupant within 15 calendar days of completion of the lead hazard reduction work or activities. At a minimum, this report must include:
 - a) a summary of the nature, scope and results of the hazard reduction activities, including the clearance results;
 - b) a contact name, address and phone number for more information; and
 - c) available information on the location of remaining lead-based paint on a surface-by-surface basis.

NOTE: The homeowner should be educated that if they decide to sell or rent the home, disclosure of lead presence must be provided at the time of sell/rental.

Required notifications at renovation site

1. Describe the nature, locations and dates of the renovation;
2. Be posted where they will be seen;
3. Be in the primary language of the occupants.

Occupant Protection

When a child is known to have an environmental intervention blood lead level present, the designated party must take additional steps to assess the situation and respond to potential lead hazards. An environmental intervention blood lead level is a reading in a child under six years old of 20 micrograms per deciliter of blood (20 ug/dL), or two reading of 15 to 19 ug/dL at least 3 months apart. All persons participating in such work should have appropriate training and qualifications.

Appropriate actions must be taken to protect occupants from lead-based paint hazards associated with lead hazard reduction activities.

- Occupants may not enter the worksite during lead hazard reduction activities. Reentry is permitted only after lead hazard reduction activities are completed and the dwelling has passed a clearance examination.
- Occupants of the unit must be temporarily relocated to a suitable unit that is decent, safe, sanitary and free of lead-based paint hazards during lead hazard reduction activities. Relocation must be done before lead hazard reduction activities begin.
- Property owners must protect occupants' belongings from lead contamination during lead hazard reduction activities by relocating or covering and sealing them and ensure that the worksite is secured against entry during non-working hours until the unit passes a clearance examination.

Under certain conditions, occupant relocation is not required. These conditions are:

1. Treatment will not disturb lead-based paint or lead contaminated dust.
2. Treatment of the interior will be completed within one period in eight daytime hours, the site will be contained and the work will not create other safety, health or environmental hazards.
3. Only the building's exterior is treated; the windows, doors, ventilation intakes and other openings near the worksite are sealed during hazard reduction activities and cleaned afterward; and a lead-free entry is provided.
4. Treatment will be completed within five calendar days; the work area is sealed; at the end of each day, the area within 10 feet of the containment area is cleared of debris; at the end of each day, occupants have safe access to sleeping areas, bathrooms and kitchen facilities; treatment does not create other safety, health or environmental hazards.

Worker Protection/Work Area Containment

The worksite for lead hazard reduction activities must be prepared to prevent the release of leaded dust and debris.

- Workers must use safe work practices that minimize the spread of leaded dust, paint chips, soil and debris.
- Warning signs are required at each entry to a room where lead hazard reduction activities are conducted when occupants are present; at the main and secondary entryways to a building from which occupants have been relocated; and at exterior worksites at a size and type readable from 20 feet (six meters) from the edge of the worksite. Signs need to be in the occupants' primary language to the extent practicable.

Training, Certification and Work Practice Requirements

1. Rehabilitation work can only be awarded to KDHE Licensed Renovation Firms. Construction firms can visit the KDHE website at <http://www.kdheks.gov/lead/index.html> to obtain certification.
2. All workers and supervisors on the job site must have completed an approved LSWP training and received a certification confirming completion.
3. Lead safe work practices must be followed. Examples of these practices include:
 - a. Work-area containment to prevent dust and debris from leaving the work area.
 - b. Prohibition of stated work practices.
 - c. Thorough clean up followed by a clearance report.
4. A Certified Risk Assessor, not the renovation firm, must conduct clearance.

Additional HUD Requirements for the Renovator:

1. Training is required for workers and supervisors performing interim controls.
 - a. If the supervisor (in HUD terms) or Certified Renovator (in EPA terms) is certified as a lead-based paint abatement supervisor or has successfully completed an accredited abatement supervision or abatement workers course, that person must complete a 4-hour RRP refresher course.
 - b. Workers must successfully complete either a one-day RRP course, or another lead safe work practices course approved by HUD and EPA. HUD/EPA has approved the one-day Renovation, Remodeling and Repair course.
 - c. The 4-hour RRP refresher course is not sufficient on its own to meet either the EPA or HUD training requirement.
2. The certified renovation firm and the certified renovator must take additional precautions to protect residents from lead poisoning beyond those in EPA's RRP Rule. Depending on type and amount of CDBG assistance, it is required that lead hazards be treated using "interim controls" or "ongoing lead-based paint maintenance."
 - a. Renovators must use lead safe work practices in work exempt from the RRP Rule that:
 - Disturbs between 2 and 6 ft² of paint per room, the LSHR's *de minimus* threshold and the RRP's minor repair and maintenance activities threshold, respectively. NOTE: Window replacement, window sash replacement and removal of painted surface areas are always considered to disturb more paint than the LSHR's *de minimus* threshold.
 - Disturbs more than 10 percent of a component type with a small surface area (such as windowsills, baseboards and trim) or 2 sq. ft. per room. NOTE: The square foot and percent thresholds above apply to all work performed within in a thirty-day period.
 - b. Prohibited Methods of Paint Removal:
 - Heat guns operating above 1,000 degrees Fahrenheit or those that operate high enough to char the paint.
 - Dry sanding or dry scraping.
 - Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with regulations of the Consumer Product Safety Commission at 16 CFR 1500.3, and/or a hazardous chemical in accordance with the Occupational Safety and Health Administration at 29 CFR 1010.1200 or 1926.59, as applicable to the work. NOTE: Methylene chloride paint strippers may cause cancer and should be avoided. Use of these strippers is prohibited by some jurisdictions.
 - Open flame burning or torching.
 - Machine removal without HEPA vacuum attachment.

Worksite Cleanup

Worksite cleanup removes dust and debris from the work area. Good cleanup is critical to passing clearance and leaving the unit safe for habitation. Worksite cleanup must be done using methods, products and devices that are successful in cleaning lead contaminated dust, such as vacuum cleaners

with HEPA filters or equivalent equipment, and household or lead specific detergents or equivalent products.

Exemptions

Safe work practices are not required:

- If paint has been tested and found to be lead-free; or
- If maintenance or lead hazard reduction activities disturb a total surface area that is less than the following standards:
 - 20 ft. square (2 m square) on exterior surfaces;
 - 2 ft. square (0.2 m square) on any one interior room or space; or
 - 10 percent of the total surface areas on an interior or exterior type of component with a small surface area like windowsills, baseboards and trim.

Clearance is not required:

- If maintenance or a lead hazard reduction activity at a worksite does not disturb painted surfaces; or
- If the total area disturbed does not exceed the footage listed above under exemptions to safe work practices.

When HUD funds pay for renovation, funding often flows from HUD to states, to cities, and addressing lead-based painted surfaces becomes a routine part of the job. “CDBG requirements” are identified as those rehabilitation projects costing between \$5,000 and \$25,000. However, should a grantee expend federal monies below or above those amounts on any one housing rehabilitation project, the requirements of the activities for those amounts would be applicable.

1) Up to \$5,000 per unit: “Do no harm” approach. Lead safety requirements cover only the surfaces being disturbed. Program participants can either test these surfaces to determine if they contain lead-based paint or presume they contain lead-based paint. Work which disturbs painted surfaces known or presumed to contain lead-based paint is done using lead safe work practices, and clearance of the worksite is performed at the end of the job (unless it is a very small “de minimis” scale project) to ensure that no lead dust hazards remain in the work area. Training that meets the EPA’s RRP Rule requirements is sufficient for this work.

2) Greater than \$5,000 and up to \$25,000 per unit: Identify and control lead hazards. Identify all lead hazards at the affected units and common areas servicing those units by performing a lead-based paint risk assessment. Control the hazards using interim controls. Training that meets the EPA’s RRP Rule requirements and HUD/EPA RRP curriculum is required for renovators and workers.

3) Greater than \$25,000 per unit: Identify and abate lead hazards. Identify all lead hazards at the property by performing a risk assessment and then abate all the hazards. This approach requires certified abatement contractors perform the abatement part of the job.

Depending on the type and amount of housing assistance provided, HUD generally requires that identified LBP hazards be treated. Treatments may include LBP hazard abatement, interim controls or ongoing LBP maintenance. Interim controls include the following activities which are required if the

amount of work is above HUD's *de minimis* threshold; for work below the *de minimis* threshold, any deteriorated paint must be repaired. Although strongly encouraged, the work need not be done using lead safe work practices.

1. Deteriorated LBP must be stabilized. This means that physical defects in the substrate of a paint surface or component that is causing the deterioration of the surface or component must also be repaired.
2. Friction surfaces that are abraded must be treated if there are lead dust hazards nearby.
3. Friction points must be either eliminated or treated so the LBP is not subject to abrasion.
4. Impact surfaces must be treated if the paint on an impact surface is damaged or otherwise deteriorated and damage is caused by impact from a related building component (such as a doorknob that knocks the wall or door that rubs against its doorframe).
5. LBP must be protected from impact.
6. Chewable LBP surfaces must be made inaccessible for chewing by children of less than six years of age if there is evidence that such a child has chewed on the painted surface.
7. Horizontal surfaces that are rough, pitted or porous must be covered with a smooth, cleanable covering or coating.

“LEAD SPEAK” A BRIEF GLOSSARY

COMMON LEAD-BASED PAINT TERMS

Lead-Based Paint: Paint that contains at least 1 milligram per centimeter square (mg/cm) of lead. Also measured as greater than 0.5 percent lead or has 5,000 parts per million (ppm) lead by dry weight.

Lead-Based Paint Hazards: Housing conditions that cause human exposure to unsafe levels of lead from paint. These conditions include deteriorated lead-based paint; friction, impact or chewable painted surfaces; lead contaminated dust; or lead contaminated soil.

Lead Hazard Evaluation

Visual Assessment: A visual evaluation of interior and exterior painted surfaces to identify specific conditions that contributes to lead-based paint hazards. A certified risk assessor or Housing Quality Standards (HQS) inspector trained in visual assessment performs the assessment.

Paint Testing: Testing of specific surfaces, by XRF (x-ray fluorescence) or lab analysis, to determine the lead content of these surfaces, performed by a certified lead-based paint inspector or certified risk assessor.

Risk Assessment: A comprehensive evaluation for lead-based paint hazards that includes paint testing, dust and soil sampling and a visual evaluation. The risk assessment report identifies lead hazards and appropriate lead hazard reduction methods. A certified risk assessor must conduct the assessment.

Lead Hazard Screen: A limited risk assessment activity that can be performed instead of a risk assessment in units that meet certain criteria (e.g. good condition). A certified risk assessor must perform the screen. If the unit fails the lead hazard screen, a full risk assessment must be performed.

Clearance Examination: Clearance is performed after hazard reduction, rehabilitation or maintenance *activities to determine if a unit is safe for occupancy. It involves a visual assessment analysis of dust and soil samples, and preparation of a report. A certified risk assessor, paint inspector or clearance technician (independent from entity/individual conducting paint stabilization or hazard reduction) conducts clearance.

Lead Hazard Reduction

Paint Stabilization: An interim control method that stabilizes painted surfaces and addresses the underlying cause of deterioration. Steps include repairing defective surfaces, removing loose paint and applying paint.

Interim Controls: Set of measures to temporarily control lead-based paint hazards. Qualified workers using safe work practices must complete interim control methods. Follow-up monitoring is needed.

Visual Assessment: A visual assessment for deteriorated paint consists of a visual search for cracking, scaling, peeling or chipping paint. Visual assessments must be conducted by persons trained to identify deteriorated paint.

Paint Testing: Paint testing entails testing painted surfaces to determine if it contains lead-based paint using methods such as an XRF analyzer or laboratory analysis. Paint testing differs from a lead-based paint inspection, which is a surface-by-surface investigation to determine the presence of lead-based paint. Typically, the XRF analyzer is used for an inspection. It is presumed in the Kansas CDBG program at this stage that laboratory analysis will be more prevalent due partially to the cost of the XRF analyzer. Because an inspection evaluates all painted surfaces, it is more comprehensive than lead-based paint testing. Certified paint inspectors or risk assessors must conduct paint testing.

Risk Assessment: A risk assessment is a comprehensive investigation of a dwelling to identify lead-based paint hazards that includes paint testing, dust and soil sampling, and a visual evaluation. Risk assessment results are summarized in a written report with recommendations for action.

Lead Hazard Screen: A lead hazard screen is similar to a risk assessment. The sampling is less extensive, but the requirements are more stringent.

Treatment of Defective Paint Surfaces

There are four approaches to implementing lead hazard evaluation and reduction:

Approach 1 - Do No Harm: This approach is intended to allow low-cost repairs and other work to proceed without costly lead-based paint requirements yet, at the same time, to prevent lead-based paint hazards from being created while that work is being done. It does not determine if a whole dwelling unit or property is “lead safe” because clearance is conducted only for the worksite.

Approach 2 - Identify and Stabilize Deteriorated Paint: This approach provides assurance that lead-based paint has been stabilized and the unit is “lead safe” because clearance is conducted for the whole unit. However, it does not prevent the reappearance of lead-based paint hazards. Thus, ongoing maintenance is required when there is an ongoing relationship with HUD. (This is usually related to multi-unit housing receiving ongoing funding from a HUD program such as Section 8 subsidy.)

Approach 3 - Identify and Control Lead-Based Paint Hazards: This approach provides assurance that lead-based paint hazards have been eliminated. As in Approach 2, clearance is conducted for the whole unit. Ongoing maintenance is still required when there is an ongoing relationship with HUD because interim controls are not permanent.

Approach 4 - Identify and Abate Lead-Based Paint Hazards: This approach is used when Federal funds are used to make a substantial investment in the property. Long-term hazards control measures (abatement) are implemented to help ensure that the unit remains lead safe.

You will note that Approach 3 is the applicable approach to the majority of CDBG projects.

According to the Approach required, there are four reduction methods for lead-based paint:

Method 1 - Paint Stabilization: This lead hazard reduction method reduces exposure to lead-based paint by addressing deteriorated paint on exterior and interior surfaces through repairs, safe paint removal and repainting or abatement.

Method 2 - Interim Controls: Interim controls temporarily reduce exposure to lead-based paint hazards through repairs, painting, maintenance, special cleaning, occupant protection measures, clearance and education programs. Interim control methods require safe practices and include:

- **Paint Stabilization:** All deteriorated paint on exterior and interior surfaces must be stabilized through repairs, safe paint removal and repainting.
- **Treatment for Friction and Impact Surfaces:** If lead-based paint is found and exceeds acceptable levels or is presumed, the conditions creating friction or impact with surfaces with lead-based paint such as those that rub, bind or crush must be corrected. Examples of this work include re-hanging binding doors, installing doorstops or reworking windows.
- **Treatment for Chewable Surfaces:** If a child under age six has chewed surfaces known to contain lead-based paint or if lead-based paint is presumed, these surfaces must be enclosed or coated so they are impenetrable.
- **Lead Contaminated Dust Control:** All horizontal surfaces that are rough, pitted or porous such as bare floors, stairs, window sills and window troughs must be covered with a smooth, cleanable covering or coating such as metal coil stock, plastic, polyurethane or linoleum. Carpeting must be vacuumed or rugs must be removed and vacuumed on both sides. Vacuuming must be done using HEPA vacuums.
- **Lead Contaminated Soil Control:** If soil is lead contaminated, interim controls that may be used include permanent surface coverings such as gravel, bark and sod as well as land use controls such as fencing, landscaping and warning signs.

Method 3 - Standard Treatments: In some cases, standard treatments may be conducted in lieu of interim controls on all applicable surfaces, including soil, to control lead-based paint hazards that may be present. All standard treatment methods must follow the same safe work practice and clearance requirements that apply to interim control activities. These methods include:

- **Paint Stabilization:** All deteriorated paint on exterior and interior surfaces must be stabilized through repairs, safe paint removal and repainting or abatement.
- **Smooth and Cleanable Horizontal Surfaces:** All horizontal surfaces that are rough, pitted or porous such as bare floors, stairs, window sills and window troughs must be covered with a smooth, cleanable covering or coating such as metal coil stock, plastic, polyurethane or linoleum.
- **Correcting Dust Generating Conditions:** All conditions that generate lead contaminated dust such as those that rub, bind or crush surfaces with lead-based paint must be corrected. Examples include re-hanging doors, installing doorstops or reworking windows.
- **Bare Residential Soil:** Soil is addressed using interim control methods including impermanent surface coverings such as gravel, bark and sod as well as land use controls such as fencing, landscaping and warning signs.

Method 4 - Abatement: Abatement permanently removes lead-based paint and lead-based paint hazards by removing lead-based paint and its dust, or permanently encapsulating or enclosing the lead-based paint, replacing components with lead-based paint, and removing or permanently covering lead contaminated soil. Encapsulation and enclosure require ongoing maintenance to check their effectiveness.

Interim Controls is the applicable method to the majority of CDBG projects.

Clearance Standards

If the test results equal or exceed the designated standards, the dwelling unit, worksite or common area fails the clearance examination. The clearance standards are:

	Floors, (ug/ft.sq.)	Interior Window Sills, (ug/ft. sq.)	Window Troughs, (ug/ft. sq.)
Lead in Dust (as measured by a dust wipe sample)	40	250	400

Report

The clearance examiner must prepare a clearance report. If lead hazard reduction activities other than abatement are performed, a clearance report must be prepared as described in the table below. If abatement is conducted, a certified supervisor or project designer must prepare an abatement report as described below.

Clearance Report	Abatement Report
<p>Property address:</p> <ul style="list-style-type: none"> - Date of clearance examination. - Name, address and signature of each person performing the clearance examination including certification number. - Visual assessment results. - Dust sample analysis, in ug/sq.ft., by location. - Name and address of each laboratory that conducted the dust sample analysis, including their identification number. 	<p>Property address:</p> <ul style="list-style-type: none"> - Date of clearance testing. - Name, address and signature of each certified risk assessor or inspector conducting clearance sampling. - Clearance testing results and all soil analyses (if applicable) and the name of each recognized laboratory that conducted the analyses.
<p>Hazard reduction or maintenance information:</p> <ul style="list-style-type: none"> - Start and completion dates of hazard reduction or maintenance activity. - Name and address of each firm or organization conducting the hazard reduction or maintenance activity, and the name of each supervisor assigned. - A detailed, written description of the hazard reduction or maintenance activity, to include: <ul style="list-style-type: none"> Methods used: locations of exterior surfaces or soil; interior rooms, common areas; and/or components where the hazard reduction activity occurred, and any suggested monitoring of encapsulates or enclosures. 	<p>Abatement information:</p> <ul style="list-style-type: none"> - Start and completion dates of abatement. - Name and address of each certified firm conducting the abatement, and the name of each supervisor assigned to the abatement project. - Occupant protection plan. - A detailed, written description of the abatement, to include: <ul style="list-style-type: none"> Methods used: locations of rooms; and/or components where abatement occurred, the reason for selecting particular abatements methods for each component and any suggested monitoring of encapsulates or enclosures.

Unit Fails Clearance

If a unit fails a clearance examination, the unit must be re-cleaned and re-tested until clearance is achieved.

Attachment 20-3

	<\$5,000	\$5,000 - \$25,000	>\$25,000
Approach to Lead Hazard Evaluation and Reduction	1. Do no harm	2. Identify and control lead hazards	3. Identify and abate lead hazards
Notification	Yes	Yes	Yes
Lead Hazard Evaluation	<ul style="list-style-type: none"> • Paint testing of surfaces to be distributed by rehabilitation 	<ul style="list-style-type: none"> • Paint testing of surfaces to be distributed by rehabilitation • Risk assessment 	<ul style="list-style-type: none"> • Paint testing of surfaces to be distributed by rehabilitation • Risk assessment
Lead Hazard Reduction	<ul style="list-style-type: none"> • Repair surfaces distributed during rehabilitation • Safe work practices • Clearance of work site 	<ul style="list-style-type: none"> • Interim controls • Safe work practices • Clearance of unit 	<ul style="list-style-type: none"> • Abatement • Safe work practices • Clearance of unit
Ongoing Maintenance	For HOME rental properties only	For HOME rental properties only	For HOME rental properties only
EIBLL	No	No	No
Options	<ul style="list-style-type: none"> • Presume lead-based paint • Use safe work practices on all surfaces 	<ul style="list-style-type: none"> • Presume lead-based paint and/or hazards • Use standards treatments 	<ul style="list-style-type: none"> • Presume lead-based paint and/or hazards • Abate all applicable surfaces

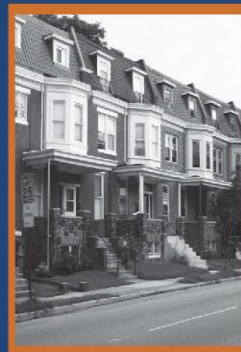
FOUR APPROACHES TO IMPLEMENTING LEAD HAZARD EVALUATION AND REDUCTION

APPROACH 1. DO NO HARM		
Lead Hazard Evaluation	Lead Hazard Reduction	Options
Paint testing performed on surfaces to be disturbed.	Repair surfaces disturbed during work. Safe work practices used when working on areas identified as lead-based paint. Clearance performed on work site.	Presume lead-based paint is present and use safe work practices on all surfaces being disturbed.
APPROACH 2. IDENTIFY AND STABILIZE DETERIORATED PAINT		
Lead Hazard Evaluation	Lead Hazard Reduction	Options
Visual assessment performed to identify deteriorated paint.	Paint stabilization of identified deteriorated paint. Safe work practices used. Clearance performed unit-wide.	Perform paint testing on deteriorated paint. Safe work practice requirements only apply to lead-based paint.
APPROACH 3. IDENTIFY AND CONTROL LEAD HAZARDS		
Lead Hazard Evaluation	Lead Hazard Reduction	Options
Paint testing performed on surfaces to be disturbed. Risk assessment performed on entire dwelling.	Interim controls performed on identified hazards. Safe work practices used. Clearance performed unit-wide.	Presume lead-based paint and/or lead-based paint hazards are present and perform standard treatments.
APPROACH 4. IDENTIFY AND ABATE LEAD HAZARDS		
Lead Hazard Evaluation	Lead Hazard Reduction	Options
Paint testing performed on surfaces to be disturbed. Risk Assessment performed on entire dwelling.	Abatement performed on identified hazards. Interim controls performed on identified hazards on the exterior that are not disturbed by rehabilitation. Safe work practices used. Clearance performed unit-wide.	Presume lead-based paint and/or lead-based paint hazards are present and perform abatement on all applicable surfaces. Deteriorated, impact, friction, chewable surfaces and surfaces to be disturbed.

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



Protect Your Family From Lead in Your Home



January 2020

For the complete brochure click here: [Protect Your Family From Lead In Your Home Brochure](#)



For the complete brochure click here: [Renovate Right Brochure](#)

RRP WORK PRACTICES STANDARDS CERTIFICATION

I certify that KDHE RRP Work Practice Standards were utilized while performing renovation work activities at the address listed below. I also certify that copies of our Lead Renovation Firm and Certified Renovator licenses/certificates were on site and signs were posted at entrance to work area warning occupants and other persons not involved in renovation activities to remain outside of the work area. Signs were posted before beginning the renovation and remained in place until the renovation is completed.

Client Name: _____
 Street Address: _____
 City: _____
 State: _____
 Zip Code: _____

How many workers on site? _____

Renovation Firm Name _____ Firm License Number _____

Printed Name of Certified Renovator _____ Certification Number _____

Signature of Certified Renovator _____ Date _____