

Community HOME Investment Program

Housing Renovation Policies and Procedures Manual



**Georgia Department of Community Affairs
Community HOME Investment Program
Homeowner Rehabilitation
Policies and Procedures Manual**

INTRODUCTION

CHIP funds may be used to assist existing low income homeowners with the repair, rehabilitation or reconstruction of their homes. Whenever CHIP funds are used for rehabilitation, the work must be performed according to the DCA's Written Rehabilitation Standards and Specifications which describe the methods, materials, health and safety, habitability and functionality, useful life of major systems, lead-based paint, accessibility, disaster mitigation, and other improvements, work write-ups and cost estimates, property inspections procedures, frequency of inspections, and payment schedule.

ELIGIBLE ACTIVITY AND PROGRAM DESIGN

All Homeowner Rehabilitation Assistance Activities, including Reconstruction, will be classified as a Rehabilitation activity. At a minimum, when performing rehabilitation, the unit must be brought up to state and local codes and must pass an inspection that addresses all of the inspectable items under HUD's Uniform Physical Condition Standards (UPCS). **State Recipients or Subrecipients will be required to adopt and submit as an addendum to DCA's Written Rehabilitation Standards the local codes applicable to their locality.**

All construction hard costs, except those associated with the identification, mitigation, abatement, or clearance of lead based paint issues, will be made available to the homeowner as a 0% deferred payment second mortgage loan payable only when the home is sold, refinanced, or no longer used for their principal residence per the Recapture Requirements for Homeowner Rehabilitation Activities. The term of the second mortgage loan will equal the Period of Affordability established for the assistance amount to the homeowner and all costs associated with the identification, mitigation, abatement or clearance of lead-based paint will be made available to the homeowner as a grant. All funds made available for project delivery costs of the activity will be made as a grant to the homeowner and paid to the State Recipient or Subrecipient on behalf of the homeowner.

Because units being rehabilitated must be brought up to state and local codes, Applicants may not undertake any form of special purpose homeowner repair program such as: weatherization programs, emergency repair programs, or handicapped accessibility programs. All of these types of repairs are eligible if they are undertaken within a more comprehensive scope of work that brings the unit up to state and local codes.

A State Recipient or Subrecipient that has been awarded CHIP funds for homeowner rehabilitation has already established the basic program design. The basic program design was set forth in the CHIP application and approved by DCA through the issuance of a Grant Agreement with Appendix A, B, and C outlining General and Special Conditions. Implementation of the program must be in keeping with the approved CHIP award in all General and Special Conditions; the HOME Program Regulations; Program Description, Manuals, and all DCA CHIP policy memorandums and clarifications.

Role of State Recipient or Subrecipient

The State Recipient or Subrecipient will act as the lender for all loans entered into by the State Recipient or Subrecipient. Each State Recipient or Subrecipient will assume all responsibilities that a conventional lender normally undertakes when processing a home rehabilitation loan application. All loans will be made to the benefit of the Georgia Housing and Finance Authority. The specific fair lending and credit laws that must be followed are covered in the Administrative Manual.

The State Recipient or Subrecipient must also review the entire project and financial interface requirements with DCA as outlined in the CHIP Administrative Manual in order to be prepared to set up projects, draw down funds, and meet established reporting requirements.

Borrower Eligibility Requirements

To be eligible, borrowers must meet program income, property, ownership/occupancy, and other requirements including paid property taxes, homeowner insurance and clear and acceptable forms of title.

The program will serve homeowners with incomes at or below 80% of the area medium, adjusted for household size. The current income limits published by HUD can be found by visiting the HUD website located here:

https://www.huduser.gov/portal/datasets/il/il2016/select_Geography.odn

Methods for determination of annual income must be consistent with HUD requirements under 24 CFR §92.203. All income and assets must be documented by either a review of documents or third party verification. The requirement for third party verification of income and assets should be clearly set forth as well as the requirement that income is projected for the coming twelve month period from time of verification. All income and asset verification documentation must be current to within six (6) months of the CHIP loan closing.

Units and Area Served

The State Recipient or Subrecipient has outlined the number of units to be rehabilitated in their application. Units assisted by the CHIP Housing Rehabilitation Program must be located within the specific target area as outlined in the State Recipient's or Subrecipient's application.

Homeowner Requirements

As set forth in Eligible Activity and Program Design, a CHIP homeowner rehabilitation loan is made in the form of a deferred payment loan at zero percent interest and payable only in the event the household sells, transfers title or fails to occupy the property as their principal residence during the affordability period. Any other State Recipient or Subrecipient qualification requirements are clearly addressed in the CHIP application.

State Recipient and Subrecipient must verify property ownership, status of any current mortgage, taxes and insurance.

When a State Recipient and Subrecipient provides rehabilitation assistance to an existing homeowner, the housing must meet the definition of "homeownership" at §92.2. §92.254(c) is amended to permit the PJ to provide rehabilitation assistance in four additional situations:

- Inherited property with multiple owners. This provision is for housing for which title has passed, by inheritance, to several heirs, not all of whom reside in the housing. This most often occurs when siblings inherit a family home that is occupied by one sibling. The State Recipient or Subrecipient is able to provide rehabilitation assistance to the owner-occupant when he/she: (1) is low-income, (2) occupies the housing as his or her principal residence, and (3) pays all the costs associated with ownership and maintenance of the housing (e.g., mortgage, taxes, insurance, utilities).
- Life estate. Under a life estate, the occupant of the property has the right to live in the housing for the remainder of his or her life and does not pay rent. This might be a situation where a disabled adult occupies a dwelling owned by another family member under a life estate, or in which a deceased spouse leaves a property to the children of a previous marriage but permits the other spouse to occupy the property for the remainder of his or her life. State Recipient and Subrecipient are permitted to provide rehabilitation assistance to the person holding the life estate, provided the person is low-income and occupies the housing as his or her principal residence.
- Inter vivos trust, also known as a living trust. A living trust is created when the owner of property conveys his or her property to a trust for his or her own benefit or for that of a third party (the beneficiaries). The trust holds legal title and the beneficiary holds equitable title. The trustee is under a fiduciary responsibility to hold and manage the trust assets for the beneficiary. This is a common estate planning tool. The regulation is revised to permit State Recipient and Subrecipients to provide rehabilitation assistance to a property if all beneficiaries of the trust qualify as a low income family and occupy the property as their principal residence. The contingent beneficiaries, who receive no benefit from the trust and have no control over the trust assets until the beneficiary is deceased, need not be low-income. The trust must be valid and enforceable and must ensure that each beneficiary has the legal right to occupy the property for the remainder of his or her life.
- Beneficiary deed. A beneficiary deed conveys an interest in real property, including any debt secured by a lien on real property, to a grantee beneficiary designated by the owner and that expressly states that the deed is effective on the death of the owner. Upon the death of the owner, the grantee beneficiary receives ownership in the property, subject to all conveyances, assignments, contracts, mortgages, deeds of trust, liens, security pledges, and other encumbrances made by the owner or to which the owner was subject during the owner's lifetime. The State Recipient and Subrecipient may assist the owner if he or she qualifies as low-income and occupies the property as his or her principal residence. In these situations, the State Recipient and Subrecipient have the right to establish the terms of assistance.

U.S. Citizenship Qualification

Each member of a household that receives assistance must be lawfully within the United States. Each household member over the age of eighteen (18) years must complete a "Declaration of Citizenship Status" form. The parent/guardian must complete a "Declaration of Citizenship Status" form for each minor child under the age of eighteen (18) years. Evidence of citizenship status for all household members must be in the file.

Conflict of Interest Qualification

The Borrower must sign a document stating that they have no relationship to anyone who has a decision-making role or inside knowledge of the HOME process, financial or contractual interests in a HOME activity, or anyone who can obtain benefits of any kind from a HOME activity. This

extends to anyone with whom a person has familial or business ties during the funding process and up to one year thereafter. If an individual knowingly has any of the aforementioned connections to a HOME activity, and has not disclosed this connection, then she/he has violated Federal Conflict-of-Interest statutes.

Occupancy

A Borrower must own **and** occupy the property to be improved as their principal residence. Occupancy will be determined by review of income tax statements showing borrower's address as the property to be improved, property tax bills mailed to the owner at the property address, utility bills addressed to the property address in the name of the borrower, bank statements addressed to property in the name of the borrower, or other similar documentation demonstrating that the property is the borrower's primary residence.

Cash Contribution

All Homeowner Rehabilitation Activities using CHIP funds must not require any contribution for eligible project costs from an eligible homeowner.

Mortgage Status

To be eligible for assistance, the borrower must demonstrate that all payments for mortgage(s) or loans secured by the property are current and up to date. This will be verified by a statement from the mortgage servicer(s).

Program Implementation Timeframe

Completion of program activities within the timeframe established by the Recipient Grant Agreement is extremely important since future funding decisions will take into account timely implementation. DCA reserves the right to deny any State Recipient additional CHIP funding if an acceptable level of progress in carrying out the proposed housing activities has not been achieved as determined by DCA staff.

Reporting and Monitoring Your Program's Progress

Recipients must constantly monitor their own performance to insure timeframes are being met and to control the quality of the product being delivered. Any problems, delays, or adverse conditions that will affect the recipient's ability to meet its stated goals should be reported to DCA immediately.

Program Reporting

The majority of information required by DCA for its annual reporting requirements to HUD will be submitted at the activity level as projects are completed. However, the recipient must provide additional program reports or information to DCA on an "as needed basis." This includes contractor information related to Section 3 and MBE/WBE participation.

Program Monitoring

As a result of its program set-up and draw requirements, DCA will continually monitor each recipient's progress in carrying out their program activities. As a part of DCA's Pre Set-up process, recipients must submit verification of income, property ownership, owner occupancy, property

type and value, property standards, loan and grant documentation, construction documentation, environmental screening, reconciliation of CHIP checking account, source documentation for all invoices and other financial management review.

Prior to any monitoring visit, DCA will inform Grantee via correspondence the date, time, and type of monitoring visit as well as location of the visit. DCA will issue a notice to any recipient who is significantly behind on the program's implementation schedule described in the Program Description. In addition, DCA will make site visits to State Recipients as frequently as necessary to provide technical assistance. DCA will monitor the following Federal requirements:

- a) Subsidy Layering – DCA conducts a subsidy layering review at the time of project set-up. Prior to approving the set-up of a project, proposed source of funding is examined and cost reasonableness is determined.
- b) Environmental Review – DCA requires each State Recipient to submit a site specific environmental assessment for all proposed project sites prior to approving a set-up. The level of review required is predicated upon the type of activity proposed, but at a minimum will include historic preservation, lead-based paint, wetlands, floodplains, site and neighborhood, uniform relocation, and toxic sites. The pre set-up process allows DCA to monitor the clearance of environmental concerns prior to the commitment of HOME funds for that activity.
- c) Uniform Relocation Act – Compliance with acquisition and relocation requirements is monitored during the pre set-up phase of the project. Recipients are monitored to ensure the property is acquired properly and does not trigger relocation requirements.
- d) Other Federal Requirements – DCA requires recipients to adopt DCA's Policies and Procedures Manual that document the recipient's process for compliance. Recipients are required to provide complete details of their contracting requirements, Minority Business Enterprise and Women Business Enterprise Outreach Plan, Affirmative Fair Housing Marketing Plan, and Section 3 Plan. These requirements must be cleared prior to DCA entering into an agreement to commit funds to the recipient.

In addition to technical assistance visits, DCA will also review the record that the State Recipient or Subrecipient has for the recipient and conduct housing inspections to ensure that all applicable State and Federal requirements are being met. Generally, a letter will be sent shortly after each monitoring visit to provide feedback about both positive aspects of the program, as well as to discuss solutions to any problems noted during the monitoring visit.

PROPERTY ELIGIBILITY REQUIREMENTS

Property and Ownership Type

To be eligible for CHIP homeowner rehabilitation assistance, in addition to the borrower's eligibility requirements listed above, the property must meet one of the four eligible property types listed below.

1. A traditional single-family structure (one unit, stick-built or modular) that is owned in fee simple. This property may contain one to four dwelling units.
2. A condominium unit (stick-built or modular)
3. A cooperative unit or unit in a mutual housing project; and
4. Manufactured housing that is:

- On land owned by the homeowner or having a lease in the name of the homeowner extending beyond the required Period of Affordability and
- On a permanent foundation

Note: *If CHIP funds are used to assist a homeowner in a two-to-four-unit property, the State Recipient or Subrecipient must contact DCA for guidance in calculating the eligible amount of assistance that may be provided and the additional federal requirements that will be set forth as result of the building type.*

To be eligible for assistance, property tax payments must be up-to-date for the property to be improved. A printed copy of the tax record indicating the status of property tax payments for the property to be improved will be placed in the file as documentation.

Properties to be assisted must be insured and list the county/city and the Georgia Housing and Finance Authority (GHFA) as a loss payee on the policy prior to loan closing. Written notification from the insurance company will be placed in the project file to demonstrate compliance. In addition, property insurance must be maintained throughout the term of the CHIP loan. Upon any notification of policy cancellation, the county/city may purchase insurance for the property and charge the property owner for the cost of the insurance.

Uniform Physical Condition Standards (UPCS)

CHIP funded properties must meet certain property standards. At minimum, all units must meet HUD's Uniform Physical Condition Standards (UPCS). The UPCS are uniform national standards established by HUD for housing that is decent, safe, sanitary, and in good repair, pursuant to 24 CFR §5.703. These standards became effective on January 24, 2015 for HOME rehabilitation, acquisition, and tenant-based rental assistance projects in accordance with revisions made to the property standards requirement at 24 CFR §92.251.

In addition, the HOME regulation also requires that all housing that is rehabilitated or financed with HOME funds must meet all applicable local codes (including state codes), rehabilitation standards, ordinances, and zoning ordinances at the time of project completion.

Mandatory Residential Construction Codes

The State of Georgia has mandatory residential construction codes that are applicable to CHIP and that must be adhered to regardless of whether or not the local government enforces the codes. There are no exceptions to meeting these requirements for construction of CHIP assisted homes.

These mandatory codes are as follows (the latest edition as adopted and amended by DCA):

- Georgia State Minimum Standard Building Code (International Building Code)
- Georgia State Minimum Standard One- and Two Family Dwelling Code (International Residential Code for One- and Two-Family Dwellings)
- Georgia State Minimum Standard Fire Code (International Fire Code)
- Georgia State Minimum Standard Plumbing Code (International Plumbing Code)
- Georgia State Minimum Standard Mechanical Code (International Mechanical Code)
- Georgia State Minimum Standard Gas Code (International Fuel Gas Code)
- Georgia State Minimum Standard Electrical Code (National Electrical Code)
- Georgia State Minimum Standard Energy Code (International Energy Conservation Code)

The permissive codes are as follows (the latest edition as adopted and amended by DCA):

- International Property Maintenance Code
- International Existing Building Code
- Residential Green Building Standard
- International Swimming Pool and Spa Code

As noted above, the building, one and two family dwelling, fire, plumbing, mechanical, gas, electrical and energy codes are mandatory codes, meaning that under Georgia law, any structure built in Georgia must comply with these codes whether or not the local government chooses to locally enforce these codes.

Administration and Enforcement of the State Minimum Standard Codes

In order to properly administer and enforce the state minimum standard codes, local governments must adopt reasonable administrative provisions. The power to adopt these administrative procedures is set forth in O.C.G.A. §8-2-26(a)(1). These provisions should include procedural requirements for the enforcement of the codes, provisions for hearings, provisions for appeals from decisions of local inspectors, and any other procedures necessary for the proper local administration and enforcement of the state minimum standard codes.

These powers include:

- Inspecting buildings and other structures to ensure compliance with the code;
- Employing inspectors and other personnel necessary for the proper enforcement of codes;
- Requiring permits and to establishment charges for said permits; and
- Contracting with other local governments for code enforcement.

DCA periodically reviews, amends and/or updates the state minimum standard codes. If a local government chooses to locally enforce any of these codes, it must enforce the latest editions and the amendments adopted by DCA.

DCA has developed a sample resolution/ordinance that may be used as a guide for local governments in the development of their administrative procedures. Please contact DCA for a copy of this sample resolution/ordinance and for any technical assistance needed in the development of a local code enforcement program.

Appendices

It should be noted that The Uniform Codes Act states that the appendices of the codes are not enforceable unless referenced in the body of the code, adopted by DCA, or specifically adopted by a municipality or county. If any appendices have been adopted by DCA, they will be noted in the Georgia amendments to the base code.

Georgia Amendments to all of the codes listed can be found at:

<http://www.dca.state.ga.us/development/constructioncodes/programs/codes2.asp>

Please contact the Construction Codes and Industrialized Buildings Section for more information concerning these amendments.

GENERAL PROPERTY IMPROVEMENTS

General Property Improvements (GPI) outside the scope of bringing a unit to the state and local standards are generally not permitted unless the purpose of the improvement is to increase

efficiency or handicapped accessibility of the unit. The costs of weatherization and handicapped accessibility improvements may not exceed \$15,000 or more than 50% of the total cost of rehabilitation work.

Homeowners who requests GPI's can do so as long as they pay for the GPI's with their funds. GPI's will not be a part of the rehabilitation contract or change orders. The homeowner and contractor must handle GPI's separate from the contract. Neither the Housing Specialist nor the State Recipient or Subrecipient will be a part of GPI's.

Useful Life of Major Systems

A State Recipient or Subrecipient must estimate the remaining useful life of major systems based on age and current condition of the systems and determine the necessary annual replacement reserve contributions to facilitate system replacement at the appropriate time.

Visitability

State Recipients and Subrecipients who received points under this category must adhere to the completion of visitability improvements identified in O.C.G.A. §8-3-172 within all units receiving CHIP assistance to the extent compatible with the rehabilitation work. (i.e. if code related improvement affect an entrance to the property, bathroom door or other applicable item, the improvement will incorporate work necessary to meet visitability requirements). State Recipients and Subrecipient will document why any visitability improvements required by this law were not incorporated into the assisted improvements for each home.

All units that will be reconstructed must be re-built to conform with the requirements of O.C.G.A. §8-3-172.

Energy Audits

State Recipients and Subrecipients who received points for Energy audits must adhere to the requirements for each unit assisted. The audit will include a blower door test, duct blaster test, Combustible Area Zone test (if applicable), and evaluation to determine the need for weatherization related improvements. Identified improvements that are economically and structurally feasible will be included in the work write up. The audit will also include testing and an evaluation after work is complete to determine the effectiveness of the improvements.

Lead Hazard Reduction

Based on the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831-5 et al) and HUD implementing regulations at 24 CFR Part 35, whenever housing built before 1978 is under consideration for CHIP funding, the local government, State Recipient or Non-Profit Subrecipient must follow HUD's regulation, "Requirements for Notification, Evaluation and Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance." The regulations can be assessed at: <http://www.hud.gov/offices/lead/>.

Please note that changes to the Lead Safe Housing Rule, effective April 22, 2010, incorporated one major change - renovation firms must be certified. At least one certified renovator must be on-site during phases of work and be available by phone during all other stages of the project and must be able to be on the job site within one hour at all times while renovations are being conducted. The certified renovator may be a certified Lead Based paint abatement supervisor who has completed the 4-hour Renovation, Repair and Painting Rule (RRP) refresher course. DCA

requires all Recipients to provide updated certification information based on Georgia EPD requirements.

Lead-Based Paint Hazards

The U.S. Department of Housing and Urban Development has published a final rule entitled "Requirements for Notification, Evaluation and Reduction of Lead-based paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance." The regulation is being issued under sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which are part of Title X of the Housing and Community Development Act of 1992. Sections 1012 and 1013 of Title X amended the Lead-Based Paint Poisoning Prevention Act of 1971. The regulation appears within title 24 of the Code of Federal Regulations as part 35 (24 CFR 35). This rule, which updates and expands previous rules, directly effects federally assisted housing rehabilitation and home buyer programs.

Whenever housing under consideration for CHIP funding was built before 1978, HUD's regulations on lead based paint must be followed. A state certified lead risk assessor must conduct the clearance testing and risk assessment. The evaluation must be discussed with the homeowner and all appropriate pamphlets, notifications, and reports on lead-based paint hazards should be shared for review. The homeowner must sign a lead based paint notification stating that they are aware of the possible hazards on the property.

The cost of the lead hazard control work will be provided as a grant to the homeowner.

Occupants will not be permitted to enter the worksite during hazard reduction activities. The dwelling unit and the worksite shall be secured against unauthorized entry, and the homeowner's belongings protected from contamination from dust-lead hazards and debris during hazard reduction activities. Occupant belongings in the containment area shall be relocated to a safe and secure area outside the containment area, or covered with an impermeable covering with all seams and edges taped or otherwise sealed. The worksite shall be prepared to prevent the release of leaded-dust, and contain lead-based paint chips and other debris from hazard reduction activities within the worksite until they can be safely removed.

Rehabilitation of all housing constructed prior to 1978 is subject to these regulations (Subpart J) unless considered an "exempt property" as outlined below:

A. Requirements Disclosure:

1. Written verification of the receipt of each of the following items must be in the case file:
 - a. Distribution of the EPA "Protect Your Family From Lead In Your Home" pamphlet within sixty (60) days of rehabilitation activity. (It is a good idea to give out the pamphlet at the time of the application for assistance AND at contract signing)
 - b. Disclosure of results of all testing and risk assessment
 - c. Disclosure of all planned Lead hazard reduction activities
 - d. Disclose results of all clearance examinations

B. Lead Hazard Evaluation:

1. Conduct visual assessment, paint testing and/or risk assessment.
2. Presume the presence of Lead-Based Paint

C. Lead Hazard Reduction:

1. Conduct Lead hazard reduction activities, including paint stabilization, interim controls, standard treatments, or abatement depending on the activity type.
 - a. Only Qualified Safe Work Practice Trained Contractors may perform paint stabilization, interim controls or standard treatment activities.
 - b. Only Georgia EPD Certified Abatement Contractors can perform abatement.
2. Conduct Clearance Examination to confirm that no lead-based paint hazards remain when work is complete.

D. Exemptions

- 1 Exemptions Still Applicable from the Current Regulations.
 - a) Residential Structures built after January 1, 1978.
 - b) Emergency action activities
- 2 Existence of Lead-Based Paint Unlikely.
 - a) Areas where state and local governments banned lead-based paint prior to January 1, 1978.
 - b) Properties found not to have lead-based paint during earlier testing that meets the requirements of prior evaluations.
 - c) Properties where all lead-based paint has been identified and removed using approved methods.
- 3 Human Treat Unlikely.
 - a) Unoccupied units that will be demolished.
 - b) Property not used for human residential rehabilitation.
 - c) Rehabilitation that does not disturb paint.
- 4 Child Occupancy Unlikely.
 - a) Zero-room dwelling units.
 - b) Elderly and disabled housing.

NOTE: "Elderly" and "disabled housing" refer to units built for the EXCLUSIVE use by these populations. The terms do not mean any housing occupied at present by this population.

In summary, the rule requires the following:

1. Prohibits the use of lead-based paint.
2. For properties constructed prior to 1978, applicants for rehabilitation assistance of property to be rehabilitated must be notified:
 - a. that the property may contain lead-based paint;
 - b. of the hazards of lead-based paint;
 - c. of the symptoms and treatment of lead-based point poisoning;
 - d. of the precautions to be taken to avoid lead-based paint poisoning;
 - e. of the advisability and availability of blood lead level screening for children under seven years of age; and
 - f. that in the event lead-based paint is found on the property, appropriate hazard control methods will be used to remove identified hazards.
 - g. Copies of all reports (Inspection, work write-up, risk assessment, clearance) are provided to the owner. (Written evidence of receipt must be in the file.)
 - h. That the housing unit must pass clearance prior to re-occupancy of the unit.

3. The State Recipient and Subrecipient must complete the "Watch Out For Lead Paint Poisoning" disclosure notice for all heads of households and owners of vacant units and retain a signed copy at which time a copy of the EPA pamphlet "Protect Your Family from Lead in Your Home" shall be distributed to the occupant of each unit constructed prior to 1978 within 60 days of the start of rehabilitation work. (Written evidence of receipt must be in the file.)
4. For properties constructed prior to 1978, procedures are established to eliminate lead-based paint hazards. The elimination procedures, described below, include evaluation, testing and Hazard Control actions that must be implemented.

C. Lead Hazard Control for Rehabilitation Programs

The amount of federal assistance that will be provided in a unit is the key to determining the minimum level of Lead Hazard Control required. The amount used for this determination should include only the hard costs involved in the rehabilitation disregarding lead hazard reduction costs and soft costs (administration, relocation, environmental review, etc). The minimum required level of Hazard Control is broken down into three categories according to the amount of Federal assistance per unit. The following chart describes the three levels of activity:

| REHABILITATION - Subpart J | | | |
|--------------------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Amount of Federal Assistance | <\$5,000 | \$5,000-\$25,000 | >\$25,000 |
| Approach to Lead Hazard Evaluation and Reduction | DO NO HARM | Identify and Control Lead Hazards | Identify and Abate Lead Hazards |
| Notification | YES | YES | YES |
| Lead Hazard Evaluation | Paint Testing (on Surfaces to be Disturbed Only) | Paint Testing and Risk Assessment | Paint Testing and Risk Assessment |
| Lead Hazard Reduction | Repair Surfaces Disturbed During Rehabilitation | Interim Controls | Abatement (Interim controls on Exterior Surfaces not Disturbed by Rehabilitation) |
| Options | Presume Lead-based Paint & Use Safe Work Practices on All Surface Areas | Presume Lead-based Paint and/or Hazards & Use Standard Treatments | Presume Lead-based Paint and/or Hazards & Abate all Applicable Surfaces |
| Clearance Requirement | Clearance of Work Site | Clearance of Unit | Clearance of Unit |

| Clearance Standards for Federally assisted projects: | |
|------------------------------------------------------|---------------------------------------|
| Floors | 40µg/SF |
| Interior window sill (stool) | 250µg/SF |
| Window trough | 400µg/SF |
| Exterior Concrete Surfaces | 800µg/SF |
| Soil* | 1200µg/SF - <u>in child play area</u> |
| *Applies only to risk assessment | |

Level I: For units where the amount of Federal assistance provided will total up to (and including) \$5,000, the painted surfaces that will be disturbed during rehabilitation need to be evaluated (tested for presence of lead-based paint) before rehabilitation activities begin. *This must include all defective paint surfaces.* If lead-based paint is discovered, the contractor must use safe work practices in the areas that lead-based paint is found. *The contractor must provide documentation that they have attended and passed the HUD Safe Work Practices Training Course.* Safe work practices include wet scraping, wet-sanding, repair (painted components to be repaired should be thoroughly wetted prior to repair), HEPA vacuum sanding, HEPA vacuum needle gun, or covering defective surfaces with durable materials (wallboard or vinyl siding) with all joints sealed and caulked. Safe work practices are required on surfaces larger than 2 ft² in any one interior room or space and on exterior surfaces totaling more than 20 ft². If all painted surfaces to be disturbed (or in deteriorated condition) are going to be repaired, the assumption can be made that lead-based paint is present and testing can be skipped. Safe work practices must be used since presence of lead is assumed. Regardless of which approach is used, a clearance examination must be conducted (and passed) at the worksite(s) where lead-based paint is found or assumed. A **clearance examination** is defined as: an activity conducted by a Georgia EPD Certified Lead-based Paint Inspector or Risk Assessor following lead-based paint hazard reduction activities to determine that no soil-lead hazard or settled dust-lead hazards exist in the dwelling unit or worksite (as applicable). Clearance must be performed by a "neutral" third party not otherwise involved in the actual hazard control work. In no cases can the contractor performing work in the unit in any capacity or any designee of the contractor perform the clearance examination. The clearance process includes a visual assessment and collection and analysis of environmental samples, and a report detailing hazard control methods used and sample information. Clearance is not required if rehabilitation did not disturb painted surfaces measuring total surface area parameters listed above.

Level II: For units where the amount of Federal assistance provided falls between \$5,000 and \$25,000, the entire unit must be visually inspected for presence of deteriorated paint. Deteriorated paint and all coated surfaces that will be disturbed by rehabilitation activities must be tested for lead-based paint and, if present, a risk assessment must be completed. The rehab advisor may choose to have a lead-based paint inspection done, especially for a unit requiring extensive rehab. Generally, an inspection will be less costly than a risk assessment and if inspection results are negative, will preclude a risk assessment since no lead-based paint is present. If inspection reveals presence of lead-based paint a risk assessment is necessary. Provided that the person performing the inspection is a certified Risk Assessor, they may be instructed to complete a Risk Assessment while still at the property.

Lead-based paint inspection is defined as a surface by surface investigation to determine the presence and location of lead-based paint on all painted, varnished or coated surfaces performed by a Georgia certified Lead Inspector and provision of a report detailing results of the investigation.

Risk assessment is defined as an on-site investigation by a Georgia certified risk assessor to determine the existence, nature, severity, and location of lead-based paint hazards; and provision of a report by the firm or individual conducting the risk assessment detailing results of the investigation and options for reducing the lead-based paint hazards.

Using the risk assessment report as a guide, the Rehab advisor must make a decision as to the implementation of the recommendations using cost, long-term benefits, effectiveness, and rehab goals as some of the factors. Interim control measures are allowed to reduce lead hazards in this category. **Interim controls** are defined as: a set of measures designed to temporarily reduce human exposure or likely exposure to lead-based paint hazards. Interim controls include, but are not limited to, repairs, paint-film stabilization, temporary containment, specialized cleaning, clearance activities and operation of management and resident education programs. Generally speaking, interim controls will be less expensive than abatement (see level III below) and will provide more flexibility to the rehab advisor when completing the work write-up but cannot be used in all situations. If planned rehab activities include replacement of components that test positive for lead-based paint, such activity *may be* deemed abatement and the rules for abatement are triggered. Similarly, some interim controls cannot be used on defective substrate materials such as rotted wood or damaged drywall. In these instances, the cause of the damage should be corrected then the damaged component should be replaced.

On April 19, 2001, EPA and HUD issued a joint notice that basically states that only activity intended as abatement shall be covered by the strict abatement guidelines. Intent is defined as “when “abatement” is specified in work specifications, job write-ups, cost allocation or similar documents or when abatement is specifically ordered by responsible state or local agency or court order.” **However, Georgia EPD is the agency responsible for regulating lead-based paint activity. Georgia EPD has indicated that any work that can be deemed an abatement technique (e.g., component removal regardless of intent) must be performed by a certified lead contractor).**

In all cases where interim controls are used, the contractor **MUST** utilize safe work practices. The contractor must provide documentation of a “Notice of Completion” of the HUD approved one day safe work practices training course. Only a certified abatement contractor can perform abatement activity. The rehab advisor may use a combination of abatement and interim controls to eliminate the lead hazards in the property. Clearance of the entire unit must be achieved after work is completed. The contract language should contain a clause making the contractor responsible for costs associated with failure to pass clearance (i.e.: re-cleaning, additional testing, additional relocation etc.).

Level III: For average per unit cost above \$25,000 abatement of all lead hazards is required. **Abatement** is defined as: a set of measures designed to *permanently* eliminate lead-based paint or lead-based paint hazards. (Permanent means an expected design life of at least 20 years.) Abatement includes: (1) The removal of lead-based paint and dust-lead hazards, the permanent enclosure or encapsulation of lead-based paint, the replacement of components or fixtures painted with lead-based paint, and the removal or permanent covering of soil-lead hazards; and (2) all preparation, cleanup, disposal, and post abatement clearance testing activities associated with such measures. Abatement activities can only be performed by Georgia certified lead firms and individuals. Only Georgia certified lead contractors may perform abatement work. All abatement work is governed by rules and regulations promulgated by the Georgia Department of Natural Resources, Environmental Protection Division. EPD requires notification of all abatement work and issues fee based permits for abatement work. Abatement activities can be subcontracted to a certified contractor for completion of the lead abatement activities.

All contractors working on rehabilitation of housing units associated with a CHIP-funded project are to attend HUD approved Safe Work Practices training (This training is MANDATORY for contractors hired to perform interim controls). Contractors interested in becoming Certified Lead Abatement firms must attend EPA certified training and pass a Georgia EPD certification exam.

Hazard Control without testing: The grantee may forego testing and control all interior and exterior surfaces covered by the rule in accordance with the methods described above. Under this assumption, all coated surfaces are assumed to have lead-based paint and all surfaces must be treated accordingly. **A risk assessment is required prior to rehabilitation activities in all units receiving over \$5000 in Federal assistance (Levels II and III) even if lead-based paint is presumed (24 CFR §35.930).** Presumption of lead-based paint in units receiving under \$5,000 in Federal assistance requires that all defective paint and all coated surfaces to be disturbed are assumed lead-based paint, and approved hazard control methods must be utilized and clearance passed.

Exemptions: *De Minimus Levels.* Safe work practices are not required when maintenance or hazard reduction activities do not disturb painted surfaces that total no more than: (1) 20 square feet (2 square meters) on exterior surfaces; (2) 2 square feet (0.2 square meters) in any one interior room or space; or (3) 10 percent of the total surface area on an interior or exterior type of component with a small surface area. (Examples included window sills, baseboards and trim.)

These lead-based paint regulations require all State Recipients and Subrecipients utilize certain housing rehabilitation forms and procedures:

1. A "Watch Out for Lead-Based Paint" disclosure receipt form must be completed. It or an equivalent notice with the required disclosure must be completed for every owner (where applicable) of a pre-1978 unit.
2. A copy of the EPA pamphlet "Protect Your Family from Lead in Your Home" shall be distributed to the occupant of each unit constructed prior to 1978. The "Watch Out for Lead-Based Paint" disclosure receipt will serve as the signed acknowledgement of receipt of the pamphlet.
3. Applications for Rehabilitation Assistance should contain certifications from the homeowner that:
 - a. They received a copy of the "Watch Out for Lead-Based Paint" form and a copy of the EPA pamphlet "Protect Your Family from Lead in Your Home", and
 - b. The unit will or will not be occupied by a child under seven years of age, a pregnant woman, or an EBL child.
4. Work write-up should indicate whether the unit: (a) has been built prior to 1978; (b) that a lead-based paint inspection and risk assessment has been performed; (c) whether hazard control measures are required and are included. If hazard control procedures are required, the write-up must reflect what method will be used.
5. The Certificate of Final Inspection must show that the property conforms to the Federal and State Lead-Based Paint Regulations and Policies.
6. Bid Document Specifications must require that the Contractor has completed a HUD approved safe work practices training course.
7. Minimum Property Standards must include the following verbatim:

Inspection and Testing: A State Recipient and Subrecipient is required to perform lead-based paint inspection and risk assessment in all units constructed prior to 1978. Elimination of lead-based paint hazards by recognized hazard control methods shall be included in the work write-up. If testing reveals presence of lead-based paint hazards, elimination those hazards will be a part of the work write-up and bid document specifications. **Testing is required for all units constructed prior to 1978.**

Compliance Standards:

1. Testing of paint surfaces and Hazard Control activities to eliminate the hazard of lead-base paint poisoning shall be in compliance with HUD lead-base paint regulations (24 CFR, Parts 35 and 570).
2. The dwelling unit shall be in compliance with HUD Lead-Based Paint regulations, 24 CFR, Part 35 and 570 (Subpart "J") issued pursuant to the Lead-Based Paint Poisoning Prevention Act. Also, the State Recipient and Subrecipient shall provide a certification that the dwelling is in accordance with such HUD Regulations and the Georgia Department of Community Affairs Policies and Procedures on Lead-Based Paint Poisoning and Prevention.
3. If the property was constructed prior to 1978, the Family upon occupancy shall have been furnished the notice required by HUD Lead-Based Paint regulations and procedures regarding the hazards of lead-based paint poisoning, the symptoms and treatment of lead poisoning and the precautions to be taken against lead poisoning."

D. Testing

Testing must be performed by a Georgia EPD Certified Inspector or Risk Assessor:

1. **Method.** Lead concentrations must be determined either (1) on-site using a portable X-ray fluorescence (XRF) analyzer or (2) by taking paint samples and having them analyzed in a laboratory.
2. **Standards.** Test readings of 1.0 milligrams per square centimeter (mg/cm²) or greater, using an XRF, shall be considered positive for presence of lead-based paint. This standard can be used with laboratory analysis, if it is possible to take a paint sample of known area. If not, the standard for presence of lead-based paint shall be a level equal to or greater than 0.5 percent by weight (equal to 5,000 parts per million).
3. **Paint samples.** Paint samples for laboratory analysis must include all layers of paint down to the substrate material (e.g., plaster or wood). If the paint sample is not of known area, it must not include any substrate material. Inclusion of substrate material dilutes the lead concentration of the sample. This method of testing is destructive and is not recommended (in most cases) as the primary means of performing a lead-based paint inspection.
4. **Qualifications** of testers and laboratories. An inspector or risk assessor certified by the State of Georgia Environmental Protection Division must conduct testing. Documentation of current certification is required. The U.S. Environmental Protection Agency (NLLAP) must accredit all laboratories used for analysis by the inspector for analysis of heavy metals.

E. Occupant Protection

The dwelling unit occupants and environment must be protected from contamination from lead-containing materials during hazard reduction activities.

1. Occupants shall not be permitted to enter worksite during hazard reduction activities and not permitted to re-occupy until all hazard control work has been completed and clearance has been achieved.
2. Occupants shall be temporarily relocated before and during hazard control activities. (Certain exemptions to this requirement may apply. Contact DCA for guidance on this subject.)
3. The dwelling unit and the worksite shall be secured against unauthorized entry, and occupant belongings protected from contamination from dust-lead hazards and debris during hazard reduction activities.
4. Occupant belongings in the containment area shall be relocated to a safe and secure area outside the containment area, or covered with an impermeable covering with all seams and edges taped or otherwise sealed.
5. The worksite shall be prepared to prevent the release of leaded-dust, and contain lead-based paint chips and other debris from hazard reduction activities within the worksite until they can be safely removed.
6. Warning signs shall be posted in accordance with 24 CFR §35.1345(b)(2).

F. Clearance

All lead hazard control activity MUST pass clearance. "Clearance" is defined as an activity conducted following lead-based paint hazard reduction activities to determine that the hazard reduction activities are complete and that no soil-lead hazards or settled dust-lead hazards exist in the unit (or, if Federal Assistance is less than \$5,000, worksite only). In all cases, the clearance examination must be performed by a Georgia EPD certified inspector or risk assessor. In most cases this will be the same personnel that conducted the risk assessment. While this is not mandatory, the clearance examination MUST be performed by a certified individual who is a "neutral third party" that has no relationship with the contractor who performed the hazard control activity. In NO case should the contractor or their designee perform the examination. The lead hazard control contract should have provisions that make the contractor responsible for any costs associated with failure to pass clearance (additional cleaning, continued relocation, additional testing, etc).

The rehabilitation advisor should keep in mind that for Level II and III activity, the ENTIRE unit must pass clearance, even if work was not performed in the entire unit. This means that write-ups for these units must include the specification of specialized cleaning in preparation for clearance testing that must be performed for the entire unit, including any outbuildings or other appurtenances.

NOTE: The Inspection/Risk Assessment Reports along with the Lead AND General Work Write Ups must be submitted to DCA PRIOR to soliciting bids from contractors.

After Rehabilitation Value

HUD has issued new HOME Property Value Limits ("95% limits") that are effective August 23, 2013. In 24 CFR §92.254(a)(2)(iii) of the HOME Final Rule published on July 24, 2013, HUD established new property value limits for homeownership activities. These new limits apply to all homeownership housing to which HOME funds are committed on or after August 23, 2013, and will remain in effect until HUD issues new limits.

24 CFR §92.254(a)(2)(iii) is revised so that PJs are no longer permitted to use the FHA Single Family Mortgage Limit [known as the 203(b) limit] as a surrogate for 95 percent of area median purchase price, as was permitted in the pre-2013 Rule.

This change was necessitated by statutory changes to the 203(b) statute, which, over time, increased the FHA Section 203(b) floor. With these increases, the 203(b) limits became a less reliable surrogate for 95 percent of area median purchase price. The HOME program statute requires that no housing have a purchase price or after-rehabilitation value that exceeds 95 percent of area median purchase price, in order to ensure that HOME-assisted housing is modest and non-luxury.

In the 2013 Rule, 24 CFR §92.254(a)(2)(iii) is amended to eliminate the use of 203(b) limit and to change the methods for determining 95 percent of area median purchase price. HUD will determine and issue limits that represent 95 percent of the area median purchase price separately for newly constructed and existing single family housing units.

The HOME Rule requires the State to evaluate the property value of a unit assisted based on whether the unit is considered "existing" or "new construction". For Homeowner Rehabilitation Assistance Activities, the new construction property value should only be used in cases where the unit will be reconstructed. For all other activities associated Homeowner Rehabilitation, the property value limits for Existing Homes should be followed.

The most current HOME Property Value Limits can be found on HUD's website at: <https://www.hudexchange.info/resource/2312/home-maximum-purchase-price-after-rehab-value/>

OTHER FEDERAL REQUIREMENTS

Environmental Clearance

A complete and clear project description is the first step in the environmental review process. The project description should provide location specific information and geographic boundaries, as well as a delineation of all activities included in the overall scope of the project.

Tier One Environmental Review

State Recipients

Under HUD requirements, State Recipients are permitted to complete the Environmental Review process as the Responsible Entity. The Environmental Review process, including DCA approval, must be concluded within sixty (60) days of the effective date of the CHIP Agreement with GHFA. Also, the Environmental Review process must be completed and submitted to DCA within forty-five days (45) days after entering into the CHIP Agreement with GHFA. DCA will review and provide notice back to the State Recipient within fifteen (15) days of submission in order to complete this sixty day process.

Subrecipients

Under HUD requirements, Subrecipients are not permitted to complete Tier One of the Environmental Review process. DCA will complete its role in Tier One process scope of work on behalf of the Subrecipient within forty-five (45) days of the effective date of the CHIP Agreement with GHFA. DCA will be required to submit its determination to HUD for approval. In general, as guidance only, the HUD approval process takes fifteen (15) days to complete.

Tier Two Environmental Review

State Recipients

Once State Recipients, as Responsible Entities, have completed the Tier One process, an individual project site has been identified, and prior to beginning any work that will have a physical impact on any property proposed to be served, the State Recipient must complete the pre-set process which includes the submittal of an Owner Occupied Rehabilitation or Reconstruction – New Construction Site Specific Environmental Screening Checklist which reviews each of the items on the Statutory Checklist for applicability to the specific property proposed. Any items that are triggered by regulations listed on the Screening Checklist must be addressed in accordance with the appropriate statute. For example, if the property is fifty (50) years of age or older, any activity must be reviewed for its possible effect under the National Historic Preservation Act.

The State Recipient must submit to DCA the Screening Checklist along with all documentation to show how the federal regulation was cleared. Upon review and approval of these items, DCA will then issue a notice to proceed for the project.

During this period as DCA and HUD are completing the Environmental Review process, the State Recipient may initiate activities that have no physical impact on the property proposed to be served. Should any physical impact occur prior to completion of the Tier Two Review (i.e. DCA's issuance of the Notice to Proceed to the State Recipient), all costs associated with the property impacted will not be eligible for CHIP funding assistance under any circumstances.

Subrecipients

Once Subrecipients have completed the Tier One process, an individual project site has been identified, and prior to beginning any work that will have a physical impact on any property proposed to be served, the Subrecipient must complete an Owner Occupied Rehabilitation or Reconstruction – New Construction Site Specific Environmental Screening Checklist which DCA will utilize to review each of the items on the Statutory Checklist for applicability to the specific property proposed. Any items that are triggered by regulations listed on the Screening Checklist must be addressed in accordance with the appropriate statute. For example, if the property is fifty (50) years of age or older, any activity must be reviewed for its possible affect under the National Historic Preservation Act.

During this period as DCA and HUD are completing the Environmental Review process, the Subrecipient may initiate activities that have no physical impact on the property proposed to be served. Should any physical impact occur prior to completion of the Tier Two Review (i.e. DCA's issuance of the Notice to Proceed to the Subrecipient), all costs associated with the property impacted will not be eligible for CHIP funding assistance under any circumstances.

Georgia Security and Immigration Compliance Act

The Georgia Security and Immigration Compliance Act require employers to ensure that anyone they pay, whether as an employee or an independent contractor, is legally able to work. Employers who do not verify workers would not be able to deduct payments made to illegal workers on state income tax returns and would not be eligible for state contracts. To insure compliance with the Georgia Security and Immigration Compliance Act, all contractors must complete the Immigration and Security Form. The State Recipient and Sub Recipient must retain copies of the completed Immigration and Security Form within (See Administration Manual) and submit to DCA.

The new immigration law went into effect on July 1, 2013. The new immigration law changes the requirements for immigration compliance in two key areas that will impact DCA.

CONTRACTS – E-Verify

- The *“physical performance of services”* related to using E-Verify for the award of contracts by a public entity has been redefined by the law as follows: *“any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99.”*
- Individuals licensed by the State of Georgia (O.C.G.A. Titles 26 & 43) or by the State Bar of Georgia are exempt from the contract requirement above.
- Every state agency, city, county or other public entity must comply with the E-Verify provisions for hiring employees and for contracts regardless of their number of employees.

PUBLIC BENEFITS – S.A.V.E.

- *“Public benefits”* are now clearly defined in state law (O.C.G.A. §50-36-1) and contracts have been removed as a category of public benefit. (Since contracts are covered by the E-Verify provisions above, affidavits may still be required, but contracts executed after July 1, are no longer considered public benefits.)
- *“A copy or facsimile of”* an applicant’s secure and verifiable document is acceptable on or after July 1. Applicants may now also submit their documents up to nine months prior to the date of their application as long as the documents remain valid during that period.
- Applicants who are younger than 18 years old at the time of their application for a public benefit must submit a completed affidavit attesting to lawful presence within 30 days of the applicant’s eighteenth birthday.
- Documents may be submitted by applicants in person, by mail or electronically.
- U.S. Citizens renewing an application for a public benefit issued within the same agency, or applying for a new public benefit within the same agency after they have already been verified for one, do not have to repeat the affidavit and document verification process.

Reporting

- A new combined report covering the immigration compliance requirements for both E-Verify and S.A.V.E. is now due to the Georgia Department of Audits and Accounts (DOAA) by December 31st of each year. The report due this December will ask for DCA’s contract and public benefit data for the period December 1 through June 30; the old immigration laws will apply to this period. The same report will ask for DCA’s contract and public benefit data from July 1 through November 30, under the requirements of the new immigration law.
- The new law states that *“Any agency or political subdivision failing to provide a report... shall not be entitled to any financial assistance, funds or grants from the Department of Community Affairs.”* The Community Development Division will provide the list of ineligible governments and political subdivisions to all DCA offices after the list is published by DOAA in January.

For more information about the immigration laws or assistance with affidavits or the S.A.V.E. verification system, contact: Georgia Department of Community Affairs, 404-679-4840.

Historic Preservation (Section 106) Compliance

All CHIP grants (other than down payment assistance) are subject to compliance with Section 106 of the National Historic Preservation Act and the Regulations of the Advisory Council on Historic Preservation (36 CFR Part 800). This is accomplished through compliance with the Programmatic Agreement described in the next section.

The Advisory Council web site has additional information about the regulation at <http://www.achp.gov/work106.html>.

Housing Activities Compliance with Section 106

During 1997, DCA entered into a Programmatic Agreement with the State Historic Preservation Division and the Advisory Council on Historic Preservation. This Agreement is applicable to **all** housing activities **except down payment assistance**.

Compliance with Section 106 regulations must be completed as part of the Site Specific Review.

Fair Lending and Equal Credit Opportunity Laws

State Recipient or Subrecipient will comply with all federal Fair Lending and Equal Credit Opportunity laws. The State Recipient or Subrecipient will not discriminate on the basis of race, religion, creed, color, national origin, sex, religion, familial status, age, handicap, etc.

Affirmative Fair Housing Marketing Strategy

The State Recipient or Subrecipient will adhere to the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988) and the Georgia Fair Housing Law, O.C.G.A., §8-3-200 and will comply with the marketing strategy as set forth in their approved CHIP Award Affirmative Fair Housing Marketing Plan, the HUD HOME Regulations, and DCA policy regarding fair housing and equal opportunity to ensure that all citizens, (especially those least likely to apply), will hear about the program and have an opportunity to apply and participate in the program. This marketing strategy will market and outreach to contractors including minority and women owned business contractors.

Marketing efforts must be multifaceted to ensure homeowners in need are informed of the program. Marketing efforts must be ongoing to ensure a sufficient number of applicants are qualified for available funds.

The Fair Housing logo must be placed on all documents relating to the grant and accompanied by a statement of commitment to provide all persons with equal access to services, activities, education and employment regardless of race, color, national origin, religion, sex, familial status, disability, or age.

The State Recipient or Subrecipient will also provide reasonable accommodations to all persons in need.

State Recipients or Subrecipients serving a county in which more than 5% of the county's population is of Limited English Proficiency (LEP) must provide marketing and other program materials in the primary language of the LEP population. As of November 2013, the State of Georgia has identified the following 18 counties where LEP populations exceed the Department of Justice's Safe Harbor threshold of 5% and which require translation of program materials into Spanish:

Atkinson, Clayton, Cobb, Colquitt, DeKalb, Echols, Evans, Gilmer, Gordon, Grady,
Gwinnett, Habersham, Hall, Murray, Polk, Telfair, Tift, and Whitfield.

Programs operated within these counties must take steps to provide access to the program and promote the full participation of interested households of LEP in the program, including minimally

(1) employing interpreters and (2) maintaining contracts for the interpretation of documents as needed.

HOUSING REHABILITATION PROCEDURES

Housing Specialist

If a State Recipient or Subrecipient contracts with a Housing Specialist to give technical assistance to ensure that all housing rehabilitation complies with the following procedures, a signed contract must be submitted to DCA for review and approval. This contract will be placed in the file.

Application In-take Process

In order to make the CHIP-funded program successful, the intake process has to be clearly defined as a fair and equitable. The State Recipient or Subrecipient must follow the intake process as set forth in the DCA approved CHIP award. Initial contact and application should include the following:

1. Conduct initial assessment at the office of the State Recipient or Subrecipient unless alternate arrangements were made to accommodate the client.
2. Record the date, client name, addresses, and phone number.
3. Continue the application process until the number of applications times the maximum loan amount reaches the available funding limit.

Once the maximum funding amount has been reached, create a waiting list with date and time of inquiry, and contact those individuals once additional funding becomes available.

Loan Terms and Conditions and Minimum/Maximum Subsidy

All loans will be deferred-payment, zero interest loans with no cash contribution due by the homeowner. All CHIP funds provided to the homeowners are subject to a promissory note and a deed to secure debt between the Owner Occupant as mortgagor and GHFA as the mortgagee.

The subsidy amount for stick built & modular housing must be between \$1,000 - \$49,000 (including lead costs and a project delivery cost which may not exceed \$3,000). Manufactured Housing must be between \$1,000 - \$8,000 (including project delivery costs, which may not exceed \$1,000).

All construction hard costs, except those associated with the identification, mitigation, abatement, or clearance of lead based paint, asbestos, or mold/mildew issues will be made available to the homeowner at a 0% deferred payment second mortgage loan payable only when the home is sold, refinanced, or no longer used for their principal residence during the affordability period. A percentage of the loan will be forgiven annually in equal installments over the applicable period of affordability as stated below. Any funds subject to recapture will be paid to the Georgia Housing and Finance Authority unless approved by DCA.

The length of the affordability period depends on the amount of CHIP investment in the property and the nature of the activity funded. The amount of CHIP investment includes all funds invested in a unit, including all Project Soft Costs.

Length of required affordability period is five years. The amount of CHIP investment includes all funds invested in a unit, including all Project Soft Cost. The table below provides the required affordability periods:

CHIP funds that are invested in projects that do not meet the established Period of Affordability requirements will be subject to recapture based on policies outlined in the Program Description and Administration Manual.

The State Recipient or Subrecipient may increase the amount of assistance provided to any Homeowner Rehabilitation Activity by up to 20% above the original project cost without seeking approval from DCA for the increased costs. All costs must meet eligibility requirements under the HOME Final Rule and the CHIP Program Description. Any increases in project cost above 20% of the original project cost must be approved by DCA prior to initiating any work associated with the cost amendment. **Any Increase for Reconstruction must be approved by DCA prior to initiating any work associated with the cost amendment.**

The following eligible Project-Related Soft Costs may be charged to the rehabilitation activity:

- Lead based paint inspections, risk assessments and clearance testing.
- Asbestos testing.
- Architectural, engineering or related professional services required to prepare plans, drawings or specifications of a project.
- Fees for recordation and filing of legal documents, building permits, attorneys, private appraisals, and independent cost estimates.
- Preparation of work write-ups and work specifications.
- Construction inspections.

- Project Delivery Costs:
 - Processing of applications from the homeowner.
 - Project underwriting.
 - Project document preparation.
 - Tier One Environmental Review.
 - Tier Two Site - Specific Environmental Review.
 - Costs associated with informing a homeowner about relocation rights or benefits.

All loans made to the borrowers using CHIP funds will be secured by a lien attached to the property occupied by the borrower. The following documents must be provided by the lender at closing:

1. Deed to Secure Debt (CL-1)
2. Grant Agreement (CL-2)
3. Loan Agreement (CL-3)
4. Promissory Note (CL-4R)
5. Collateral Assignment (CL-5)
6. Closing Instructions (CL-6)
7. Homeowner Notice Right to Rescind (CL-9)
8. Real Estate Note (CL-A10)

9. Affidavit to Execute Amended Promissory Note (CL-A13)

Transfer of Loan

In the event of the death of a homeowner(s) during the required period of affordability, transfer of property to an eligible low or moderate income household that is an immediate family member of the original homeowner will be permitted.

An “immediate family member” is defined as a spouse, parent, brother, sister, or child of that person, or an individual to who that person stands loco parentis.

Any immediate family member that wishes to assume responsibility of the loan must contact the Housing Specialist for an assessment. The family member must meet all qualification criteria for CHIP funds, including:

- Borrower Eligibility Requirements
 - Income
 - Age
 - Occupancy
 - Mortgage Status

- Property Eligibility Requirements
 - Property ownership and type
 - Property tax
 - Property insurance

The Housing Specialist will conduct third party verification and obtain all required documentation to determine if the household meets all the eligibility requirements.

The immediate family member that is to assume responsibility of the loan is responsible for transferring title of the property into his/her name. The immediate family member is also responsible for preparation and processing of all documents related to loan assumption. All costs associated with transferring the title of the property and loan assumption will be the sole responsibility of the immediate family member, including any legal fees, filing fees, taxes, and any other costs incurred with such process. The immediate family member will have 180 days after the death of the original homeowner to complete the title transfer and loan assumption. If an immediate family member has not completed the process of title transfer and loan assumption within the specified timeframe, the original loan is considered “*in default.*”

All assumed loans will continue with the original loan terms outlined in the Loan Agreement, Deed to Secure Debt, and Promissory note.

Recapture Provisions

All recaptured CHIP funds will be returned to GHFA. This provision will also be in the Loan Agreement, Note and Deed to Secure Debt.

Temporary Relocation

No temporary relocation payments shall be made with CHIP funds. All homeowners must be responsible for all payments relating to temporary relocation from their home while construction is underway. Should the homeowner receive assistance from the State Recipient or Subrecipient, documentation will be required demonstrating commitment from the State Recipient or

Subrecipient that sufficient resources are available to the homeowner to cover the entire length of time that the relocation will be necessary.

INSPECTIONS , WORK WRITE-UPS, AND BIDDING PROCEDURES

Initial Property Inspection: The initial property inspection will be completed once an applicant has met income, occupancy and ownership compliance requirements. The purpose of the inspection is to determine if the property is feasible for rehabilitation, determine code required improvements and estimate the total cost of the regular (non-lead) rehabilitation work.

A standard Housing Rehabilitation Program Inspection Form will be used in conducting inspections to ensure completeness and consistency in the inspection process. This form will record the work required to meet the minimum property standards.

Reconstruction Provision: After conducting the initial property inspection, the State Recipient or Subrecipient may determine that the house is not structurally or economically feasible to rehabilitate. In some cases, reconstruction may be a viable option. **Reconstruction** means: the rebuilding on the same lot of a housing unit eligible for CHIP assistance that is not economically or structurally feasible to rehabilitate. Rooms may be added outside the foundation or footprint of the housing being reconstructed, but the reconstructed housing must be substantially similar to the original housing.

Upon DCA approval, the project may be approved for set-up as a reconstruction if all of the following conditions are met:

- Unit is “unsuitable for rehabilitation” both structurally and economically as indicated on the Rehabilitation Feasibility Test Form.
- The estimated cost of reconstruction (constructing a comparable replacement house on the same property) will be substantially less than the estimated cost to purchase the comparable house (including land) that would be newly constructed in a comparable neighborhood within the community’s jurisdiction.
- The estimate cost of reconstruction will be less than the fair market value of the property (dwelling and land) after reconstruction. This is determined by obtaining an appraisal prior to reconstruction on the projected value of the property including the reconstructed house and land. The Rehabilitation Feasibility Test Form must be submitted to DCA for prior approval of each unit.
- If a property received a Tier II Environmental Review for a reconstruction scope of work, however later request for rehabilitation, the project may proceed under the standing Tier II. However, if a property received a Tier II Environmental Review for a rehabilitation scope of work, and later discover the unit is feasible for a reconstruction, the property must be re-submitted to DCA for a Tier II Environmental Review re-assessment capturing the reconstruction scope of work.
- Only feasibility change requests submitted after the time of grant award signing must be reviewed by and receive written approval by DCA prior to moving forward. This shall only occur in limited instances: including when the prescribed scope of work is no longer feasible as determined by the CHIP program manager.

All reconstruction activities must meet all of the following visitability requirements of O.C.G.A. §8-3-172:

1. One No Step Entry through 36 inch door
2. On first floor:
 - a. Each interior door is at least a standard 32 inch door, unless the door provides access only to a closet of less than 15 square feet in area
 - b. Each hallway has a width of at least 36 inches and is level, with ramped or beveled changes at each door threshold
 - c. Each bathroom wall is reinforced for potential installation of grab bars
 - d. Each electrical panel or breaker box (located inside on first floor), light switch, or thermostat is not higher than 48 inches above the floor
 - e. Each electrical plug or other receptacle is at least 15 inches above the floor

Interim Property Inspection: The State Recipient or Subrecipient will perform interim inspections during the course of the rehabilitation work. At a minimum, the State Recipient or Subrecipient will perform two (2) interim inspections to ensure that the funds are used for eligible purposes and the work is being completed in accordance with the Rehabilitation Standards. Inspections will be conducted in the presence of the owner and contractor, whenever possible, so that any problems can be identified, discussed and resolutions developed.

The State Recipient or Subrecipient will inspect the job each time a request for payment is submitted to ensure all work for which payment is being requested is complete. The number of allowable draws for each job will be identified in the construction contract. If only one final payment is allowed by the contract, the State Recipient or Subrecipient will perform two progress inspections during the course of the job.

If the job is complicated or problems arise with any of the parties involved, or if unforeseen conditions arise, the State Recipient or Subrecipient will make additional inspections as necessary to resolve issues or prevent serious problems.

Final Inspection: Final inspections will be conducted by the Housing Specialist at the request of the contractor. Prior to the final inspection, the contractor must submit documentation that all required inspections per permit, have been completed and signed off by the appropriate building official.

The work write-up and all of the change orders will be used as a checklist to ensure completion of all work items and compliance with the Written Rehabilitation Specifications. A “punch” list will be given to the contractor identifying any remaining work items. Upon satisfactory completion of the “punch” list items, the State Recipient or Subrecipient will prepare the Certificate of Final Inspection.

After the final inspection has occurred and the releases of liens have been obtained, the Certificate of Final Inspection is executed, and applicable warranties and contacts are given to the homeowner, the owner can authorize final disbursement funds, by signing the statement of satisfaction. The State Recipient or Subrecipient may then request the final payment for the contractor.

Work Write-Ups

A work write-up is a set of specifications which sets forth the work to be done and materials to be used plus a cost estimate.

A Rehabilitation Feasibility Test Form will be completed and a separate work write-up will be done for the lead interim control requirements for the home after the testing is completed by the lead risk assessor. The scope of repairs will be clearly stated and specifications will be sufficiently detailed to form a basis for obtaining bids from contractors. Generally, if it is determined that the hard cost of rehabilitation of a property is greater than \$25,000 and the expenditure of funds is not justified, a determination of economic unfeasibility will be made. Although this determination must be based on a strong element of subjective judgment, certain relative objectives threshold criteria must also be applied. In the event that it is determined the property is not economically feasible for rehabilitation, the homeowner must be notified in writing.

Bidding Procedures

All contractor bids will be obtained through either an “open, free competitive bidding” or “negotiation” method that is in compliance with 24 CFR §85.36(b)(8), which states contract awards shall only be made to responsible contractors possessing the ability to perform under the terms and conditions of the proposed contract. The homeowner does retain the right to the negotiation process to ensure all housing goals and objectives are met to the fullest extent.

If the open, free competitive method is chosen, the State Recipient or Subrecipient will provide a list of qualified contractors to the homeowner with a bid package for each containing the following:

- Contractor bidding instructions.
- Lead based paint work write-up (if applicable)
- Rehabilitation Work Write-up
- Housing Rehabilitation Specifications
- Bid and Proposal form

CONTRACTORS QUALIFICATIONS

Only those contractors who have submitted a complete application to the State Recipient or Subrecipient and have received approval from the State Recipient or Subrecipient shall be eligible to perform rehabilitation work under this program. Prior to issuing a notice to proceed to any contractor, the State Recipient or Subrecipient will confirm that the contractor is not on the current HUD debarment list by checking the Excluded Parties List at: <https://www.epls.gov/>

Eligible Contractor Requirements

All Contractors will have to provide:

- State Certified License
- Certificate of Insurance
- Model Accredited Renovator Certification
- Pass the State Clearance Process

In addition to the aforementioned; Lead Contractors have to Provide:

- Lead Certification
- Lead Abatement Certification

The homeowner will choose from the list of qualified contractors and invite them to bid on the property. Criteria for selecting a contractor can include, but is not limited to:

- a) Quality of workmanship and response time on warranty work based on three references;
- b) Paying of material dealers and suppliers in a timely fashion based on references;
- c) Paying of sub-contractors in a timely fashion based on references;
- d) Adequate and valid insurance; etc.

The approved contractors will schedule an appointment with the homeowner to inspect the property and complete the bid package. All bids must be submitted in a sealed envelope with the address of the property to be rehabilitated clearly marked on it by the deadline noted in the bid package.

The Housing Specialist and homeowner will agree on a time to open the bids to identify the lowest bidder. A Bid Control Sheet will be used to document bids submitted, and will include signatures documenting all who attended. This sheet will be placed in the homeowner's file.

The Housing Specialist will review all bids for responsiveness, accuracy, and reasonableness; record findings on Bid Control Sheet; and prepare a Bid Summary. The Bid Summary will compare each bid to the cost estimate. Bids will be considered reasonable if they are within fifteen (15%) of the cost estimate. If the bids are not within 15% of the estimate, the Housing Specialist will determine if the discrepancy is justified based on a careful review of the cost of individual work items.

The next step is to search the Excluded Parties List System (EPLS) to ensure the contractor has not been debarred from performing work in the state of Georgia. Upon clearance, the homeowner will select the contractor for the proposed work. The bid selected should reflect the lowest responsible bid complying with all program requirements, provided such bid is reasonable and in the best interest of the homeowner. A bid award will be provided to the selected contractor.

Contractor and Homeowner Negotiations

The negotiation method may be chosen in instances where multiple contractors cannot be attracted to form a contractor pool or when a homeowner requests using a contractor of their choosing.

All contractors must meet the contractor eligibility requirements and all bids must be determined reasonable based on criteria identified above. If the bid does not meet the requirement, the Housing Specialist may negotiate a price in order to get the bid within qualifying range. If the negotiations are not successful, the job should be re-bid or the owner may pay the difference between the contractor's price and the price of the cost estimate.

Similarly, should the owner choose to use a contractor that is not determined to be the most advantageous to the program by the Housing Specialist because of a high bid, the owner may pay the difference to the contractor of their choosing.

The homeowner and Housing Specialist may reserve the right to reject any and all bids or any portion thereof and waive any and all irregularities per these Policies and Procedures.

INELIGIBLE CONTRACTOR REQUIREMENTS

The local government, State Recipient or Non-Profit Subrecipient or the Housing Specialist shall remove any contractor from the approved contractors list for one or more of the following reasons:

1. Continuous performance of unsatisfactory (poor quality) work, as deemed by the City or project Housing Specialist.
2. Failure to maintain REQUIRED insurance.
3. Failure to pay sub-contractors and/or material dealers.
4. Failure to respond to grievances from homeowners.
5. Failure to respond to warranty work in a timely fashion.
6. Failure to maintain current license and/or registration.
7. Insolvency, bankruptcy, or other conduct or condition which has resulted in a monetary loss to a homeowner in connection with any contract funded through a state or federal program.
8. Failure to complete contract work or abandonment of a job.
9. Withdrawal of bid without justification.
10. Conviction of a crime in connection with any contract work, or connection with payment, or receipt of funds from ANY state or federally funded program.

All applicable state and federal regulations, equal opportunity provisions (including Section 3), conflicts of interest, etc. are incorporated into all construction contracts for housing rehabilitation to ensure that all housing goals and objectives are met.

Applicants and Contractors Terms and Conditions

The contractor and homeowner will agree on the commencement date and the contractor will be given 45 calendar days from that agreed upon date to complete the project. In the event of inclement weather or other conditions beyond the contractor's control, he/she will be given extra days equal to the actual time lost. If there are change orders or amendments to the original contract, the contractor will be given additional time to accomplish the changes. This additional time and cost will be agreed upon by the contractor, homeowner and the Housing Specialist. If the contractor fails to complete the project within the allotted time, he will be penalized for the agreed upon amount as per the contract for each calendar day he exceeds the agreed upon completion date.

A contractor will be paid the contract price in one lump sum, less ten percent (10%) retainage after the work is satisfactorily completed on all contracts of \$5,000 or less. This payment will be contingent on approval of the final inspection made by the Housing Specialist and the satisfaction of the homeowner.

On all contracts over \$10,000 but not exceeding \$15,000, the contractor may request one (1) partial payment after a minimum of fifty percent (50%) of the total contract work per the partial payment schedule is satisfactorily completed. A ten percent (10%) retainage will be withheld until 30 days following satisfactory completion of the project.

On all contracts over \$15,000, two (2) partial payments may be requested by the contractor. The first partial payment will be given after completing fifty percent (50%) of the total contract work per the partial payment schedule is satisfactorily completed; and a second payment will be given after completing seventy percent (70%) of the total contract work per the partial schedule is satisfactorily completed. A 10% retainage will be held from each payment until 30 days following satisfactory completion of the project.

The owner of the property must sign an Owner's Satisfaction Statement certifying that they are satisfied with the rehabilitation work each time a request for payment is submitted by the contractor and prior to any payment being issued to the contractor. In addition to the signed satisfaction statement by the owner for a partial for full payment to the contractor, the releases of liens must be obtained from the general contractor and all sub-contractors prior to releasing any payments.

No payment made under the contract shall act as a waiver for the right of the owner to require the fulfillment of all terms of the contract.

Change Orders

Should unforeseen conditions arise that could not be detected in the original scope of work, a change order must be completed per the process below. Unforeseen conditions might include a collapsed wall, rotted wood that was undetected, unavailability of materials due to matters beyond reasonable control, or unforeseen terminate damage. While it is sometimes impossible to detect every hidden code or property standard violation at the inspection completed prior to construction, simply failing to include an otherwise noticeable work item on the original bid is not generally allowed to be addressed after construction begins. Additionally, contractor error in estimating the project or doing the work is not typically allowed in a change order if the result is an increase in the cost of the job. If a need for a change order should arise and additional time is needed, the contractor will be given additional time to accomplish the changes. This additional time and cost will be agreed and approved by the signatures of the contractor, homeowner and the Housing Specialist.

The Housing Specialist shall prepare an itemized list of work to be performed or modification on a Change Order form describing in detail, as in the work write-up. Justification for added or deleted items will need to be described in detail. The contractor will price each item as requested on the Change Order form and return it to the Housing Specialist. The Housing Specialist will then determine if the figures are justified by comparison to the Local Cost Index and if so, discuss the changes with the homeowner for final approval. When approved by the homeowner, the Change Order form will be executed by the homeowner, contractor and Housing Specialist, and will become a part of the contract.

If the original budget as stated in the grant application will be exceeded, an Exceed Maximum letter of request must be prepared by the Housing Specialist and submitted to DCA for approval.

Appeals and Disputes

The State Recipient or Subrecipient will administrate the following appeal procedure to settle any disputes that may arise between the homeowner and the contractor. Per this policy, all persons submitting an application for assistance and receiving CHIP assistance within the project activity location has the right to appeal any and all decisions for assistance and any types of assistance they may be eligible for.

If an Arbitration board/committee has been appointed by the county/city, a mandatory arbitration using the Construction Industry Rules of the America Arbitration Association must be held; if an Arbitration board/committee does not exist, grievances between the property owners and the contractor must be filed in writing to the Local Official/Authorized Official within five (5) business days of the incident. The Local Official/Authorized Official will have ten (10) business days to inform both parties of his/her decision. The decision of the Local Official/Authorized Official shall be final and conclusive.

Project Closeout

The State Recipient or Subrecipient will submit a Project Completion Report to DCA along with the final request for project reimbursement. DCA will provide a notice of project completion. The date of this notice is the beginning date of the affordability period of the loan.

Within thirty (30) days of payment of all CHIP funded costs (with the exception of audit costs and any unsettled third-party claims), the State Recipient or Subrecipient will inform DCA that the CHIP Program is ready for close-out and the date of the next scheduled annual audit review.

The following will be performed by DCA:

1. DCA will conduct a review to ensure that any monitoring findings are resolved, and that any excess grant funds have been refunded. DCA will also verify that the accomplishments projected in the application have been satisfactorily met.
2. After review and final resolution of any findings, DCA will notify the State Recipient or Subrecipient of the grant's conditional close-out pending receipt of an acceptable final audit.

Record Retention

All CHIP program records will be kept for a minimum of five (5) years after the program close-out or five (5) years after the termination of all applicable periods of affordability, written agreements, and loan terms, whichever is longer. All program records will be stored in an acceptable record storage facility during the required retention period.

Records pertaining to any litigation, claim negotiation, or audit, monitoring, inspection, or other action, which may have started before the expiration of the required record retention period, will be retained until completion of the action and resolution of all issues that arise from it, or until the end of the required period, whichever is later.

Section 3 Outreach Plan and Policy Compliance

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with Federal, State, and local laws and regulations, be directed to low and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low income persons.

The State Recipient and Subrecipient will develop procedures that are consistent with all applicable regulations and the approved Section 3 Plan in order to meet the requirements of Section 3 and Federal Procurement laws.

Minimum Requirements

The Scope of the Work shall include all labor, materials, equipment, permits, drawings and services necessary for the proper completion of the rehabilitation of the property as identified in the "Work Write-Up" and all such work called for shall be done in accordance with the Basic General Specifications as outlined in the Policy and Procedures of the Community HOME Investment Program.

The homeowner(s) must certify that he/she has participated in the development of the Work Write Up (WWU) with the "Date inspected". Homeowner(s) will accept the work described & initial & date each page of the Work Write Up.

The contractor must certify he/she has carefully reviewed & agrees to perform the work described in the Work Write Up (WWU) with the "Date Inspected". The contractor shall initial & date each page of the WWU.

At a minimum, State Recipients and Subrecipients must include in the contractors agreement:

- A. The Work Write-up. Shall take precedence over the Basic General Specifications and, when in conflict, the material, equipment or workmanship called for in the Work Write-up will be required.

AS DESCRIBED IN THIS SECTION, ALL ITEMS MUST BE LISTED ON THE WORK WRITE-UP. IF REPAIR/REPLACEMENT OF LISTED ITEMS IS NOT NEEDED, REFERENCE EACH SECTION AS N/A – NO CODE VIOLATION. IF HOMEOWNER REQUEST NOT TO INCLUDE CODE ITEMS AS DESCRIBED IN THIS SECTION, THE HOMEOWNER WILL BE INELIGIBLE TO RECEIVE CHIP ASSISTANCE.

- B. State Certification. All contractors or subcontractors engaged in the practice of electrical contracting, plumbing contracting, low-voltage contracting, heating and cooling contracting or the installation, alteration and/or repair of plumbing, HVAC, electrical or low-voltage wiring systems are required to be licensed by the State of Georgia Construction Industry licensing board.
- C. Bids and Proposals. Will be submitted at the bidder's risk prior to a time and date certain, and the homeowner or CHIP Recipient reserves the right to reject any or all bids or proposals.
- D. Subcontractors. Shall be bound by the terms and conditions of this contract, insofar as it applies to their work. This shall not relieve the General Contractor from the full responsibility to the owner for the proper completion of all work to be executed under this contract; and he shall not be released from this responsibility by any sub-contractual agreement he may make with others.
- E. Fitting and Coordination of the Work. The contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors or material men engaged upon this and measurements which they may required for the fitting of their work to all surrounding work.
- F. Trade Names. Must be used in the Basic General Specifications to establish quality and type of materials required. Exact materials to be used on a specific property may be described in the Work Write-up for the particular property.

- G. Adjacent Property. When adjacent property is affected or endangered by any work done under this contract, it shall be the responsibility of the contractor to take whatever steps are necessary for the protection of the adjacent property and to notify the owner thereof of such hazards.
- H. Repairs. Shall be made to all surfaces damaged by the contractor resulting from his work under this contract at no additional cost to the owner. Where “repair of existing” work is called for by the contract, the feature is to be placed in “equal to new condition” either by patching or replacement. All damaged, loose or rotted parts shall be removed and replaced and the finished work shall match adjacent work in design and dimension.
- I. Payments.
1. In the event the contract amount is \$15,000.00 or more and satisfactory progress is being maintained, as determined by the State Recipient or Subrecipients, the homeowner agrees to approve the contractor’s requisition for progress payment(s) as specified. This progress payment(s) will be based on the work and materials, fixtures and equipment satisfactorily placed at the time of the requisition and shall not exceed eighty percent (80%) of the amount due for the work satisfactorily completed with deductions for the amounts of previous progress payments. The remainder due to contractor shall be withheld pending satisfactory completion of all work covered in this contract.
 2. After Recipient’s/Administrator’s inspection, the contractor shall submit to the owner, for approval, his requisition for payment. When the required Affidavits and Release of Claims (warranties and the release of liens) have been executed by the contractor, subcontractors, and material suppliers, a payment will be made that will include any amounts due under the contract as adjusted in accordance with approved contract amendments and subject to the payment of any amounts due the owner for liquidated damages as may be necessary to protect the owner against any claim arising from the contractor’s operation under the contract.
 3. No payment made under the contract shall act as a waiver of the right of the owner to require the fulfillment of all the terms of the contract.
 4. The contractor will be paid the contract price in one lump sum, less a 10% retainage, after the work is satisfactorily completed on all contracts of \$5,000.00 or less.
 5. When progress payments are applicable, the contract will include a payment schedule that specifies the stages at which payments will be made and the percentage (or amount) of the contact price that will be paid for the satisfactory completion of each stage:
 - i. Contracts over \$5,000 but not exceeding \$15,000: one (1) partial payment may be requested by the contractor after a minimum of fifty percent of the total contract work per the partial payment schedule is satisfactorily completed. A 10% retainage will be withheld until 30 days following satisfactory completion of the project.

- ii. Contracts over \$15,000: two (2) partial payments may be requested by the contractor, 1) First Partial Payment – after a minimum of forty percent (40%) of the total contract work per the partial payment schedule is satisfactorily completed; and 2) eighty percent (80%) of the total contract work per the partial payment schedule is satisfactorily completed. A 10% retainage will be withheld from each payment until 30 days following satisfactory completion of the project.

IMPORTANT: All progress payments are contingent upon the contractor maintaining satisfactory progress in the prescribed work. This will be determined by the State Recipient or Subrecipient.

- J. General Guarantee and Warranty. The general contractor warrants that all materials, fixtures and equipment furnished by him and his subcontractors shall be new, of good quality, of good title, and that the work will be done in a neat and workmanlike manner. Neither the final payment nor any provision in the contract nor partial or entire use of occupancy of the premises by the owner shall constitute an acceptance of work not done in accordance with the contract or relieve the contractor of liability in respect to any express warranties of responsibility for faulty materials or workmanship. The contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therein which may appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The homeowner or Recipient/Administrator will give notice of observed defects with reasonable promptness.
- K. Changes in the Work
 1. Change Order defined. The owner with Recipient's/Administrator's concurrence may make changes in the work required to be performed by the contractor by making additions thereto, or deleting work from; or by changing materials, fixtures or equipment from those specified without invalidating the contract and without relieving or releasing the contractor from any of his obligations under the contract. All such work will be in writing and executed under the terms of the original contract unless it is expressly provided otherwise.
 2. Except for the purpose of affording protection against any emergency endangering life or property, the contractor shall make no change in the work or rehabilitation, provide any extra or additional work or supply additional labor, services or materials beyond that actually required from the execution of the contract unless in pursuance of a written order from the owner authorizing the change. No claim for an adjustment of the contract price will be valid unless so ordered.
 3. Each "Change Order" shall include in its final form a detailed description of change of work, the contractor's definite statement as to the work, the contractor's definite statement as to the resulting change in the contract price and/or time and the statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the amendment.

4. Any request for a Change Order”, either by the owner or contractor, regardless of whether it involves an increase or decrease in work to be done, cost and/or time, must be approved by the State Recipient or Subrecipient before the change takes effect. Unless otherwise specified, any change order resulting in an increase in the work to be done and a resulting increase in cost shall be the responsibility of the owner.
- L. Excusable Delay. The contractor shall not be charged with liquidated damages for any delays in the completion of the work due to:
1. Any acts of the government including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense or any other national emergency.
 2. Any acts of the owner that will hinder the progress of the work as determined by the State Recipient or Subrecipient.
 3. Causes not reasonably foreseeable by the parties to the contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the contractor; including but not limited to acts of God or of the public enemy, acts of another contractor in the performance of some other contract with the owner, fire, floods, epidemics, quarantine restriction, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
 4. Any delay of the subcontractor occasioned by any of the cause specified in subparagraphs a, b, and c above; provided, however, that the contractor promptly (within 10 days) notifies the owner and Recipient/Administrator in writing of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this contract, as determined by Recipient/Administrator, the owner shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole, in the form of an amendment to the contract.
- M. Permits and Codes. The contractor shall give all notices required by and comply with all applicable laws, ordinances and codes of the local government including the obtaining of and payment for all required permits; provided, however, that the contractor shall not be held responsible for pre-existing violations of any law including but not restricted to zoning or building codes or regulations except compliance for any new or replaced work included in this contract will be required. Before beginning the work, the contractor shall examine the “Work Write-up” for compliance with the applicable ordinances and codes for the new or replaced work and shall immediately report any discrepancy to the State Recipient or Subrecipient and the owner. Where the requirements of the “Work Write-Up” fail to comply with such applicable ordinances or codes for the new or replaced work, the owner will adjust the contract by amendment to conform to such ordinances or codes and make appropriate adjustment in the contract price unless waivers in writing covering the difference have been granted by proper authority.

N. Insurance.

1. The Contractor shall provide for Workman's Compensation Insurance for all his employees and shall be responsible for compliance of his subcontractors engaged in work at the site in accordance with State or Territorial Workman's Compensation Laws, if applicable.
2. The contractor shall provide for Manufacturer's and Contractor's Public Liability Insurance with minimum limits of \$500,000 on each accident (\$100,000 on each person) to protect the Contractor and his subcontractors against claims for injury to or death of one or more persons because of accidents which may occur or result from operations under this contract. Such insurance shall cover the use of all equipment including, but not limited to, excavating machinery, trenching machines, cranes, hoists, rollers, concrete mixers and motor vehicles in the construction of the rehabilitation embraced in this contract.
3. The Contractor shall provide for, during the life of the contract, property damage insurance in the amount not less than \$50,000 to protect him and his subcontractors from claims for property damage which might arise from operations under this contract.
4. Prior to the execution of the contract, the contractor shall submit evidence of the coverage required above by an insurance certificate or its equivalent.

O. Inspection of Work. HUD, DCA, and the State Recipient or Subrecipient shall have the right to examine and inspect rehabilitation work included in this contract. The work shall be subject to the inspector's approval and acceptance. The contractor will be informed of rejected work in writing. Also, these representatives shall be permitted to examine and inspect all subcontracts, materials, equipment, payrolls and conditions of employment pertaining to the work including all relevant data and records.

P. Surplus Material. All surplus materials delivered to the job site and all material, fixtures and equipment replaced become the property and responsibility of the contractor and/or its subcontractors and shall be removed from the job site promptly after completion as well as all rubbish and debris resulting from the contractor's operations. The premises shall be left in clean condition.

Q. Interest of Certain Federal and Other Officials.

1. No member of the Delegate to the Congress or the United States and no Resident Commissioner shall be admitted to any share or part of the contract or to any benefit to arise from same.
2. No member of the governing body of the State Recipient or Subrecipient, who exercise any functions or responsibilities in connection with the administration of the Housing Rehabilitation Program to which this contract pertains and no other officer or employee of the State Recipient or Subrecipient who exercises any such functions or responsibilities

shall have any interest, direct or indirect, in this contract which is incompatible or in conflict with the discharge or fulfillment of these functions and responsibilities in connection with the carrying out of the program to which this contract pertains.

3. No member of the governing body of the State Recipient or Subrecipient and no other public official who exercises any functions or responsibilities in connection with the administration of the Housing Rehabilitation Program shall have any interest, direct or indirect, in this contract.
- R. DCA's Section 3 Policy. DCA published its revised Section 3 Policy for State Recipients and Subrecipients (i.e., grantees) and contractors/subcontractors on November 1, 2013. Section 3 of the U. S. Housing and Urban Development (HUD) Act of 1968 and the Housing and Community Development Act of 1992, requires that economic opportunities generated by federal Housing and Community Development programs shall, to the greatest extent feasible, be given to low- and very low-income persons, and to businesses that provide economic opportunities for these persons.
- S. Equal Employment Opportunity. If the contract amount is \$10,000 or more, the following conditions shall apply during the performance of this contract:
1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated, during employment, without regard to their race, creed, color or national origin. Such action shall include, but is not limited to employment, upgrading, demotion or transfer, recruitment or 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 by the municipality 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, creed, color, 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, notice to be provided advising the labor union or workers representative of the contractor's commitments under Section 202 Executive Order 11246 of September 24, 1965, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
 4. The contractor will furnish all information and reports by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit

access to his books, records and accounts by the Secretary of Housing and Urban Development, or his designee, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

5. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended, in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 or by rule or regulation by order of the Secretary of Labor or as otherwise provided by law.
 6. The contractor will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 202 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the property owner may direct as a means of enforcing such provisions, including sanctions for non compliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the property owner, the contractor may request the United States to enter into such litigation to protect the interest of the United States.
- T. Certification of Non-segregated Facilities. The building contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidding contractor certifies further that he will not maintain or provide for his employees any segregated facilities any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidding contractor agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the terms **segregated facilities** means: any waiting rooms, work areas, restrooms, restaurants, any other eating areas, time clocks, etc. The bidding contractor agrees that, except where he has obtained identical certification from proposed subcontractors for specific time periods he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and the he will retain such certification in his file.
- U. Clean Up. The contractor is required to keep the premises clean and orderly during the course of the work and to remove all debris at the completion of the work. Clean up and removal of all debris and materials resulting from his work shall be the responsibility of the contractor who will, upon completion of his work, leave the premises in clean condition. Remove from site all construction materials, tools and debris. Sweep clean all exterior work areas. Vacuum

all interior work areas, removing all visible dust, stains, labels and tags. Clean all windows referenced in specifications.

- V. Statewide Uniform Construction Codes Act. The General Contractor and his subcontractors are legally obligated to comply with all applicable state and local codes.

REHABILITATION STANDARDS AND SPECIFICATIONS

Written Rehabilitation Standards establish the standards for the actual rehabilitation work that will bring substandard housing into compliance with the property standard and code(s). The Written Rehabilitation Standards prescribe the method and materials to be used in the rehabilitation of the property. The Written Rehabilitation Standards are sometimes referred to as “specs” or “specifications” and include details such as the grade of lumber to be used, the number of nails per square foot, the type of material that can or cannot be used for doors serving as fire exits, the distribution pattern and material of roofing tiles, etc.

The Written Rehabilitation Standards provide a common basis for contractor bids. This commonality is particularly important because by ensuring that all contractors are bidding on work using identical methods and materials, the State Recipient or Subrecipient can make an accurate determination of the cost reasonableness of bids. By holding all contractors to a single rehabilitation standard, consistent and high quality rehabilitation is assured.

Applicants must adhere to the methods and materials set forth in these Written Rehabilitation Standards as set forth in the Policy and Procedures, CHIP Manuals, and the HOME Final Rule, and as adopted by the State Recipient or Subrecipient.

GENERAL REQUIREMENTS

State Certification

All contractors or subcontractors engaged in the practice of electrical contracting, plumbing contracting, low-voltage contracting, heating and cooling contracting or the installation, alteration and/or repair of plumbing, HVAC, electrical or low-voltage wiring systems are required to be licensed by the State of Georgia Construction Industry licensing board.

CONSTRUCTION DEFINITIONS

- **Install** means: to purchase, set up, test and warrant a new component.
- **Replace** means: to remove and dispose of original material, purchase new material, deliver, install, test and warrant.
- **Repair** means: to return a building component to like new condition through replacement, adjustment and recoating of parts.
- **Reinstall** means: to remove, clean, store and install a component.

VERIFY QUANTITIES/MEASUREMENTS

All quantities stated in the attached specifications for this address using units of measure other than Each (EA), Room (RM) or Dwelling Unit (DU) (e.g. SF of Drywall) are for the contractor's convenience and must be verified by the contractor at a mandatory site inspection prior to bid submission. All quantities stated in the units of measure Each (EA), Room (RM) or Dwelling Unit (DU) is as stated. Discrepancies in quantities found by the contractor must be communicated to the Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional funds due to discrepancies in quantities shall not be honored if submitted after the bid submission.

ELECTRICAL PERMIT REQUIRED

Prior to the start of work, the contractor shall create any documentation necessary to apply for, pay for and receive an electrical permit on behalf of the owner.

PLUMBING PERMIT REQUIRED

Prior to the start of work, the contractor shall: create a riser diagram, septic layout and all other documentation needed to apply for, pay for and receive a plumbing permit on behalf of the owner.

HVAC PERMIT REQUIRED

Prior to the start of the heating/cooling work, the contractor shall create a heating distribution layout and perform heat/cooling loss calculations and all other documentation needed to apply for, pay for and receive an HVAC permit on behalf of the owner.

CONTRACTOR PRE-BID SITE VISIT

The contractor must inspect the property. Submission of a bid is presumptive evidence that the bidder has thoroughly examined the site and is conversant with the requirements of the local jurisdiction.

WORK TIMES

Contractors and their sub-contractors shall schedule working hours between 8:00 am and 6:00 pm Monday through Friday. Requests to work on weekends and before or after these hours must be approved by the homeowner.

NEW MATERIALS REQUIRED

All materials used in connection with this work write-up are to be new, of first quality and without defects - unless stated otherwise or pre-approved by Owner and Construction Specialist.

FINAL CLEAN

Remove from site all construction materials, tools and debris. Sweep clean all exterior work areas. Vacuum all interior work areas, removing all visible dust, stains, labels and tags. Clean all windows referenced in specifications.

1 YEAR GENERAL WARRANTY

Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting there from, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.

SITE WORK

FENCE, CHAIN-LINK 4' HIGH

Dispose of any existing fence. Install a 4' high, galvanized, chain-link fence using 11-gauge wire, 1-5/8" line posts and 2" corner posts on 10' centers, with a 1-3/8" top rail. Gate posts shall be 2-1/2". Set posts at least 36" deep in a 9" diameter concrete sleeve. Installation of sections shall be in a straight line unless otherwise stated.

GATE, CHAIN-LINK 4' HIGH

Hang a 4' high, 42-inch wide, 11-gauge galvanized gate with a 1 3/8" frame, two off- set type hinges and latch.

FENCE, STOCKADE 6' HIGH

Dispose of any existing fence. Install a 6" high wood stockade fence. Use all preservative treated lumber, 4"x4" ground contact rated posts set at least 36" deep in 9" diameter concrete sleeves 8' on center. 2"x4" top and bottom rails, 1"x3" split rail fence boards. Installation of sections shall be in a straight line unless otherwise stated.

SOD

Finish grade and lay 1" deep sod on prepared ground. Rototill, rake out debris and fertilize with 10-10-10 roll and water to saturation.

TREE, PLANT

Contact "One Call" prior to locating the tree to identify the location of underground utilities. Do not plant the tree close to underground or overhead utilities. Locate the tree at least 20 feet away from any building. Mark out a planting area four times wider than the root ball diameter. Loosen this area to an 8-inch depth. In the center of the planting area, dig a hole at least twice as wide as the root ball and no deeper than the depth of the soil in the root ball. The bottom of the ball should rest on solid, undisturbed soil. When finished the soil at the base of the tree must be at the same level on the tree as it was in the container. Plant a 1-1/2 inch caliper Live oak (requires significant room to grow), Bald cypress (suitable for wet sites), crape myrtle, winged elm, magnolia, red oak (avoid in high clay content soils), or American holly including staking and a 3" mulch except at the trunk where the soil must be exposed a minimum of four inches.

GROUND COVER, PACHYSANDRA

Plant pachysandra ground cover in prepared bed, 12" on center in all directions.

REMOVE TREE AND GRIND STUMP

Cut and remove tree to legal dump. Grind stump to 12" below grade. Install top soil and reseed all disturbed areas.

LANDSCAPING ALLOWANCE

The following allowance is provided to the contractor as a limit to the level of work required to the specified landscaping work.

DEMOLITION & DISPOSAL

DEMO OUTBUILDING

Disconnect and cap off all electrical and plumbing services. Demolish outbuilding to 12" below grade and dispose of debris in code legal dump. Rake yard clean including nails and glass. The contractor shall protect and secure from damage all other structures, sidewalks, paved areas, shrubbery, and lawn areas.

DEMO PORCH

Demolish entire porch including roof, columns/posts, deck, railing/walls, substructure, lattice and steps and dispose of in code legal dump. Rake yard clean. Patch trim and siding matching as closely as possible in like kind.

HAUL DEBRIS TO LANDFILL

Remove, temporarily store on site, and legally dispose of all debris resulting from construction activities. Interior shall be vacuumed clean, yard raked and free of glass, nails and lead suspect paint chips.

CONCRETE & PAVING

STEPS, REPAIR CONCRETE

The following allowance is provided to the contractor as a limit to the level of repairs required to the specified concrete step(s).

STEPS AND LANDINGS, CONCRETE

Excavate, level & compact to 85% a well drained subgrade. Reinforce with 6x6 welded wire fabric. Form and pour 4000-psi, 3% air entrained, concrete steps on 12"x12" continuous footing, leading to a 4'x5' landing. Steps shall be uniform and even, 3' wide, 7-3/4" rise and 10" run. Cure with a sprayable membrane. Broom finish across direction of traffic and remove forms.

DEMO CONCRETE

Break up concrete and remove off site to code legal dump.

FOOTING, PIER

Excavate a square, straight sided 4' deep hole below the frost line to solid bearing. Pour a 24" x24"x18" pier footing. Cast a rod to anchor pier.

CONCRETE SLAB, PATCH

Break up deteriorated slab section. Grade and compact soil to 95%. Apply a bonding agent per manufacturer's specs on exposed concrete. Pour a 4", 2200 psi concrete slab to match elevation of surrounding slab. Float and steel trowel finish.

CONCRETE REPAIR, OVERLAY

Remove portions of deteriorating concrete to solid surface or 1/2" minimum depth. Clean, acid wash and thoroughly rinse area. Apply a latex bonding agent per the manufacturer's specs. Resurface with a plastic, patching cement mixture. Finish to match surrounding surface.

MASONRY

FOUNDATON, PARGET

Remove all loose broken and deteriorated material. Parget foundation wall with 3/8" coat of waterproof cement. Match existing finish as closely as possible.

FOUNDATION VENT, SMALL

Install an operable galvanized steel foundation vent protected by heavy gauge steel screening with at least 45-square-inches of free open space.

FOUNDATION VENT, LARGE

Install an operable galvanized steel foundation vent protected by heavy gauge steel screening with at least 100-square-inches of free open space.

FOUNDATION VENT SCREEN, REPLACE

Replace foundation vent screen with heavy duty galvanized steel screening.

BLOCK WALL REPAIR

Remove damaged block and patch wall by toothing replacement block of same dimensions into wall.

GLASS BLOCK

Block opening with 6"x 6"x 4" thick glass block with tooled joints both sides.

MASONRY, CLEAN

Remove stains, graffiti and dirt from masonry wall using high pressure water and chemical mix.

MASONRY, REPOINT

Cut out mortar at least 1/2". Remove all loose material with clear water. Saturate joints with water and repoint in 1/ 2" lifts using portland cement mortar. Reinstall flashing, tool concave joints and clean brick face.

BRICK WALL REPAIR

Remove damaged brick and tooth replacement brick into wall. Match brick and tooling as closely as possible.

CHIMNEY, RE-POINT

Repair chimney above roof area by cutting out mortar at least 1/2", removing all loose material, and re-pointing using portland cement mortar. Saturate joints with water before applying mortar. Match color as closely as possible. Replace all missing and defective materials with matching materials. Clean mortar and other debris from adjoining surfaces and gutter.

CHIMNEY CAP

Replace chimney cap with a 2'x2' precast, concrete cap cemented in place.

MASONRY CHIMNEY, REBUILD

Tear down chimney to below lowest point on roof. Rebuild chimney using new 4" thick solid bricks without cored holes. Color of brick to match existing as close as possible. Chimney to a height required by the Building Code. Install roof flashing, chimney cap and terra cotta flue liner.

METAL WORK

METAL GUARD RAIL, WROUGHT

Design, fabricate, prime, topcoat and install a one-piece steel railing of 2" flat top and bottom rails and 1/4" balustrades 6" on center.

CARPENTRY

FLOOR, TONGUE AND GROOVE

Chisel out damaged flooring, stagger end joints at least 6". Blind nail where possible using tongue and groove wood strip flooring to match original as closely as possible. Apply 3 coats of floor varnish to patched area.

FLOOR, BAMBOO T&G

Prepare floor by renailling deck tightly to joists with screw shank nails, 8" OC. Install prefinished tongue and groove bamboo, with moisture content of 6-8% using a flooring nailer. Apply one coat of polyurethane floor coating. Install finger-jointed ranch baseboard and 3/4" oak shoe molding with finish nails or tee headed brads.

BASEBOARD, RANCH

Install finger jointed 9/16" x 3-1/2" ranch base with finish nails or tee headed brads.

BASEBOARD, 1"X4"

Install 1"x4", #2-grade pine base with finish nails or tee headed brads.

SHOE MOLDING

Install pine shoe molding nailed 2' on center to create the tightest possible seal between the baseboard and floor using finish nails or tee headed brads.

RAILING, WOOD REPAIR

Tighten loose balusters and replace broken and missing ones. Tighten top and bottom rails and posts. Match existing parts with replacements as closely as possible.

TREAD REPLACEMENT, INTERIOR

Chisel out damaged tread. Install nailers on each stringer for replacement tread. Install 5/4" pine stepping stock tread with glue and screw shank nails.

HANDRAIL BRACE

Install brass handrail brace screwed directly to stud and handrail.

HANDRAIL, REPLACE INTERIOR

Install 2" round hardwood handrail with braces screwed to studs and handrail.

HANDRAIL WITH BALUSTERS

Install oak handrail and newel post, and pine turned balusters 6" on center.

STAIRCASE, INTERIOR CLOSED

Remove closed staircase and dispose of in code legal dump. Resize opening to accept a 36" wide prefabricated staircase. Double all headers with 2" stock. Install staircase with white pine stepping stock treads, balusters, and railing. Apply 2 coats of clear finish to all exposed wood and trim.

STAIRCASE, REPLACE BASEMENT

Dispose of entire basement staircase and handrail. Construct an open staircase using 2"x12" pine stringers and 5/4" pine stepping stock treads. Install wood handrail, one side, 32" above tread nosing. Stringers to rest on a 2"x12" preservative treated pine sill.

SIDING, CLAPBOARD REPLACE

Remove damaged siding to the joint over nearest stud. Apply matching pine siding to walls with galvanized nails. Break all seams over studs. Prime ready for top coat.

SIDING, CEDAR SHINGLE REPAIR

Remove damaged and deteriorated shingles. Install 18" #1 cedar shingles with an 8" exposure using aluminum or galvanized nails.

SIDING, VINYL

Hang Alside Conquest vinyl clapboard siding including all cornice, corner, door and window trim after replacing all deteriorated exterior building components. Wrap home with Tyvek vapor/infiltration barrier and apply owner's choice of siding color, exposure and texture with 50 year warranty.

TRIM, WRAP WITH VINYL

Replace missing or rotten trim with dimensional pine stock. Wrap all exposed trim with vinyl, including required starter pieces.

SIDING, ALUMINUM REPAIR

Secure aluminum siding and replace missing or damaged siding, matching existing as closely as possible. Use pop rivets, if needed.

STUCCO, PATCH

Remove damaged stucco and wire, attach new wire to patch area and apply scratch, brown and color coats. Feather patch into the surrounding surface. Match existing color as closely as possible.

SIDING, REPAIR CEMENT SHINGLES

Replace all damaged and missing cement shingles with fiberglass-cement shingles with matching edge detail. Use galvanized 6d nails and caulk all seams at openings and trim.

SASH LOCK

Screw a brass plated sash lock on double hung window to tightly draw sash together.

SASH CORDS

Install nylon reinforced cotton sash cords or chain to sash and counterweights.

WINDOW REPAIR

Repair window without replacing sash. Replace broken and cracked glass with double strength glass. Remove loose glazing compound and reglaze. Repair and adjust window to open and close smoothly, with brass plated lifts and locks, and sash chains or nylon reinforced cords. Raise the top sash, secure it in place with exposed finish nails or screws and caulk.

GLASS REPLACE, WOOD SASH

Remove broken pane of glass, glazing and points. Install double strength glass, points and glazing compound ready for paint.

GLASS BLOCK

Install 4" thick glass block in opening, per manufacturer's specs, tool joints, install expansion spacers around perimeter and mortar to existing foundation or framing. Trim exterior and interior to match existing.

TRIM, WINDOW SET, INTERIOR

Trim window including header, stops, casings, stool and apron in 2-1/2" wide finger jointed pine.

WOOD SASH, SINGLE GLAZED

Field measure, order and install a single glazed replacement sash matching existing mullion configuration, including vinyl replacement channels. Prime both sides.

WOOD SASH, DOUBLE GLAZED

Field measure, order and install a double glazed replacement sash that matches the existing mullion configuration including vinyl replacement channels. Prime both sides.

WINDOW, WOOD DBL HNG/SGL GLZ

Dispose of and replace a wood, double hung, single glazed, one-over-one window and jamb, complete with screen, snap-in mullion, hardware, weatherstripping, interior stool, apron, casing, and outside casing. Prime before installing. Repair all walls disturbed by removal and installation. Paint enamel both sides. Clean glass. In bathroom, use obscure glass.

WINDOW, WOOD DBL HNG/DBL GLZ

Dispose of window unit and install a wood, double hung, double glazed, one-over-one window and jamb complete with screen, snap-in mullion, hardware, weatherstripping, interior stool, apron, casing, and outside casing. Prime before installing. Repair all walls disturbed by removal and installation. Paint acrylic both sides. Clean glass. In bathroom, use obscure glass.

WINDOW, WOOD DBL HNG/DBL GLZ, REPLACEMENT PAC

Replace existing window unit with a wood, exterior aluminum clad, double hung, double glazed, one-over-one replacement window kit complete with 2 sash, insulated and weather stripped vinyl jamb liners, screen, hardware, and weather-stripping. Use Marvin Tilt Pac Kit or Kolbe and Kolbe Classic Replacement Sash Kit. Repair all walls disturbed by removal and installation. Clean glass. In bathroom, use obscure glass.

WINDOW, WOOD BASEMENT UNIT

Dispose of basement window unit. Install a single-lite window, plumb and level, back primed, caulked. Repair masonry as necessary to complete installation. Provide screen and storm insert.

WINDOW, VINYL DOUBLE HUNG/DOUBLE GLAZE

Field measure, order and install a vinyl, double hung, double glazed, one-over-one window and jamb including screen, caulk, interior casing and exterior trim. Install half screen.

STORM WINDOW, ALUMINUM

Field measure, fabricate, caulk and install an enameled, white aluminum, double hung, triple track storm window with fiberglass screen. Storm window meeting rails must align with meeting rails on prime window and weep holes must drain.

DOOR, REWORK EXTERIOR

Plane, sand, adjust and/or repair exterior door and jamb to assure weather tight, smoothly operating door and lock set.

DOOR CASING, REPLACE

Dispose of all cracked, split or damaged door casing. Install casing to match existing as closely as possible. Include drip cap.

DOOR, REPLACE ENTRANCE HARDWARE

Replace exterior door mortise lock with a "Weslock Modernizer" or equal. Install double cylinder mortised deadbolt. Locks shall be keyed alike. Provide 2 sets of keys to the owner.

DOOR, EXTERIOR FLUSH, SOLID CORE

Install a 1-5/8" solid core, flush panel, exterior wood door with entrance lock set, and mortised dead bolt keyed alike. Include three 3"x4" butt hinges, vinyl bulb threshold, spring metal weather-stripping, and wide angle peep sight. Prime and topcoat.

DOOR, EXTERIOR PANELED

Install a 1-5/8" 4-panel, exterior wood door with entrance lock set and mortised dead bolt keyed alike. Include three 3"x4" butt hinges, interlocking threshold, spring metal weather-stripping, and wide angle peep sight. Prime and top coat.

DOOR, PRE-HUNG METAL ENTRANCE

Dispose of door and frame. Install a pre-hung metal, insulated, 6-panel entrance door and jamb including interior and exterior casing, spring metal weather-stripping, interlocking threshold, one entrance and one mortised deadbolt keyed alike. Prime and top coat.

DOOR, CRAWL SPACE ACCESS

Install a 3/4" CDX plywood access door in a 2"x 4" preservative treated frame. Provide galvanized iron hinges and hasp.

SCREEN DOOR-WOODEN

Replace screen door with wood framed screen door, wood paneled lower half, screen on top half. Include closer and screen door type latch-set. Prime and paint.

STORM DOOR, ALUMINUM

Install an aluminum combination storm and screen door with white baked enamel aluminum finish and top chain.

DOOR, REMOVE

Dispose of interior door. Remove butts. Fill holes in jamb. Sand smooth.

RE-WORK INTERIOR DOOR

Re-hang door. Adjust door and lock set to operate properly. If door rubs carpeting, trim bottom of door to clear carpeting.

PASSAGE LOCK

Install a brass-plated, 2-1/2" back-set door knob set.

LOCKSET, BEDROOM

Install a back-set, brass plated privacy lock set.

LOCKSET, BATHROOM

Install a back-set, privacy lock set with a brass plated exterior knob and a chrome plated interior knob.

DOOR STOP, BASEBOARD MOUNT

Install a baseboard mounted, solid metal door stop.

TRIM, DOOR SET FINGER JOINTED

Trim both sides of interior door, including header, stops, and casings. Use 2-1/2" wide clamshell, finger-jointed pine.

TRIM, DOOR SET 1"X4"

Trim both sides of interior door, including header, stops and casings. Use 1"x4", #2 grade pine or better.

DOOR, FLUSH INT, HOLLOW CORE

Install flush, hollow-core, door on existing jamb. Include privacy lock set and 2 butt hinges.

DOOR, PRE-HUNG PASSAGE

Install a 1-3/8" pre-hung, flush, luaun door and split jamb including casing both sides, 2 butt hinges and a privacy lock set.

DOOR, WOOD BIFOLD

Hang a flush, hollow core, wood bifold door including overhead track, all hardware and casing on one side, plumb and centered within the opening.

ATTIC ACCESS

Cut and frame an attic access hatch of 3/8" plywood at least 74"x24". Trim with casing to match room, prime topcoat, weather-strip with closed cell foam and insulate with 1" closed-cell polystyrene.

DECK JOIST, 2"X 6" PTP

Install 2"x 6" preservative treated pine joist, level, crown up.

DECK, TONGUE-AND-GROOVE

Install 3/4" yellow pine tongue-and-groove decking to existing joists with concealed galvanized nails to match existing material.

POST, 4"X 4"

Support porch roof and remove damaged post. Replace damaged deck with matching 1" pine strip flooring. Install 4"x 4" preservative treated post on a 2"x 8"x 8" PTP plinth block.

PORCH CEILING, 1/4" BC PLYWOOD

Cover porch ceiling with 1/4" BCX plywood. Install cove molding at perimeter and 2" wide batten strips at seams.

PORCH CEILING, T&G

Dispose of damaged ceiling material. Install tongue-and-groove stripping, blind nailed to joists.

PORCH GUARD RAIL REPAIR-WOOD

Replace missing or defective balusters, support posts and railing with same size stock.

WOOD STAIR HANDRAIL, REPLACE EXT

Install preservative treated, code approved, grab-able handrail supported by 4"x 4" treated posts, 4' on center. Rail to be free from cracks, splinters, and rough edges. Set first post in a 12"x 8"x 12" concrete sleeve, bolt remaining posts to stringer with 7" lags.

GUARD RAIL, WOOD

Dispose of any existing railing. Construct a preservative treated pine railing using 2"x 4" top and bottom rails, and 2"x 2" balusters face nailed 6" on center. Create a 3'6" high railing between 4"x 4" end posts.

PORCH LATTICE, REPLACE

Dispose of any existing lattice around porch crawl space. Frame opening with 1"x 4" preservative treated pine with vertical members 24" on center. Install 1/4"x 2" pine lattice on frame.

PORCH, REBUILD

Remove deteriorated porch. Construct 12"x 12" masonry piers, 2"x 10" joists with 1/2" tongue and groove flooring to support child-proof wood railing and 4"x 4" posts for roof. Construct roof structure with 2"x 6" rafters, 1/2" plywood deck, fiberglass shingles, aluminum gutter and downspouts and 1/4" plywood ceiling. Structural lumber and deck shall be preservative treated.

TREAD REPLACEMENT, EXTERIOR

Dispose of damaged tread. Install 1-5/8" preservative treated pine stepping stock with screw shank nails.

STEPS/LANDING, REPLACE EXTERIOR

Dispose of existing steps and landing. Construct a replacement unit with two 2"x 12" preservative treated pine stringers, 5/4" PTP stepping stock treads, on a solid concrete footer. Frame stairs 3' wide connecting to a 5'x 6' landing, of 2"x 6"s and 2"x 4" deck. Construct a wood handrail on one side 32" above tread nosing.

TUB SURROUND, PREFAB

Install a white fiberglass or acrylic, 3- or 5-piece, tub surround kit with a built-in soap dish. Caulk all joints with white, mildew resistant silicone caulk. Prepare substrate and attach panels using manufacturer's recommended adhesive and fasteners.

CABINETS, REPAIR

Repair base and hanging cabinets by re-hanging plumb and level and replacing missing hardware, doors and drawers. Securely refasten loose hardware. Clean all surfaces with heavy duty detergent.

TOWEL BAR

Install a 16" chrome-plated steel towel bar, screwed securely to studs.

MEDICINE CABINET, SURF MOUNT

Install a 16"x22" metal, surface mounted medicine cabinet with hinged plate glass mirror and two shelves.

ACCESSORY SET, 6-PIECE CHROME

Install a chrome-plated steel bathroom accessory set consisting of two 24" towel bars, soap dish, tumbler holder, soap and grab, and toilet paper holder. \$55 allowance per set.

HOUSE NUMBER SET

Install 3" high metal or PVC house numbers on a 1"x 4" pine backer-board painted with 2 coats of low-VOC exterior white latex paint.

MAILBOX

Dispose of mailbox and install a steel, black enamel finish, letter-size mail box with magazine rack and lock-eye for padlock.

CLOSET POLE

Field measure and install 1-1/2" diameter wood closet pole and sockets.

CLOSET SHELF

Install 1"x 12" closet shelf of #2 grade pine or B/C plywood, from wall to wall, supported on three sides by hook strip. If more than 4' span, use center support bracket. If plywood, fill all cracks, holes and front edge cuts with putty, and sand smooth.

TUB END WALL

Frame a 2"x 4", 30" wide partition at tub end for full ceiling height. Provide blocking for a showerhead fitting and a 2'x 2' access panel. Hang water resistant drywall, tape and finish with 3 coats of compound. Use metal corner bead around access panel opening. Make stops for access panel and use 4 round-headed screws to install panel of 1/2" BCX plywood with smooth, sanded edges.

CLOSET, BEDROOM

Construct a 28" deep by 4' wide closet in bedroom along wall. Hang, tape and 3 coat finish 1/2" gypsum to both sides of the 2"x 3" framing. Hang a 3'x 6'8" louvered pine bi-fold door including overhead track and hardware. Install a 1"x 12" plywood shelf, 1-3/8" hanger rod and 1"x 4" interior base. Match exterior base to room. Prep and prime ready to paint.

ROOFING & SHEET METAL

4410 RAFTER, SISTER 2"X 8"

Sister a 2"x 8" to damaged rafter using a triangulated nailing pattern and cement coated nails, 8" on center.

RAFTER, 2"X 8" REPLACE

Dispose of existing roofing and defective rafter. Install a 2"x 8" pine rafter, crown up, from ridge board to fascia. Re-nail sheathing with coated sinkers to new rafter.

FRAME ROOF, PITCHED

Frame roof structure to match existing pitch with pre-engineered trusses or rafters sized to local code. Install 3/8" plywood deck with clips 2' on center, nailed 6" on center.

FRAME ROOF, FLAT 2"X 8"

Frame roof structure for flat roof using 2"x8" pine, 16" on center and 1/2" CDX sheathing.

ROOF SHEATHING 1/2"

Install 1/2" CDX plywood sheathing nailed 8" on center using plywood clips.

ROOF, REPAIR AND RE-COAT

Cut out and repair bubbles, reinstall flashing and hot mop roof with 1-1/2 pounds of asphalt per square foot to provide a leak free installation for 3 years.

ROOF, 3-PLY BUILT-UP

Remove gravel and debris. Install a 3-ply built-up fiberglass roof of one coated glass base sheet and two plies of Type IV fiberglass, hot mopped. Install gravel stop, flashing and vent collars with .019

aluminum. Flood coat & embed aggregate. Dispose of all debris from roof and yard. Provide a 10 year warranty.

ROOF, 90 LB. ROLL

Install 90 lb. mineralized fiberglass roll roofing using a 4" minimum overlap, nailed 6" on center with asphalt roofing cement per manufacturer's specs. Replace all flashing with .019 aluminum.

STRIP ROOF TO SHEATHING

Protect the building and plant material from damage by removal of existing roofing. Remove all roof materials down to the roof deck and remove or set all nails. Properly dispose of roofing materials.

ROOF-OVER, FIBERGLASS SHINGLE

Roof-over original roof using 220 lb. self-sealing, fiberglass/asphalt, strip shingles with a 25-year warranty. Replace defective flashing with .019 aluminum. Color choice by owner.

TEAR OFF AND RE-ROOF SHINGLES

Remove and dispose of all roofing & defective sheathing. Cut a 1" wide vent at ridge board. Replace up to 5 SF of sheathing per 100 SF of roof using pine board or CDX plywood of matching thickness. Staple 15 lb felt. Install preformed white aluminum, drip edge, and vent pipe boots. Install 220 lb fiberglass asphalt, 3 tab shingle with a 25 yr warranty. Replace all flashing. Install shingle-over ridge vent.

REROOF, 1/2" DECK/FIBERGLASS SHINGLE

Remove roof to deck. Install 1/2" CDX plywood over entire roof. Install 36 inch wide strips of Grace Ice and Water Shield at the eaves and in the valleys. Install 15 lb. felt as underlayment on the remainder of the decking. Install Owens Corning self-sealing, 25 year warranty fiberglass/ asphalt strip shingles. Replace all flashing, including valleys, with .019 aluminum. Install step flashing at all wall junctures. Color choice by owner.

FLASH CHIMNEY

Step flash top and down sides of chimney 1/2" into mortar joints using .027 aluminum or copper. Counter flash completed assembly with aluminum or modified bitumen. Guarantee assembly from leaks for 10 years.

GUTTER, 5" SEAMLESS ALUMINUM

Dispose of gutter. Install 5", K-type, seamless, .027 gauge aluminum gutter to service roof. White or brown color choice by owner.

DOWNSPOUT, 5" SEAMLESS ALUMINUM

Dispose of existing downspout. Install 5", square, seamless, .027 gauge, white, aluminum downspout. Strap at least 3' on center.

SPLASH BLOCK

Place concrete or plastic splash block at end of downspout directing the storm water away from the building.

VENT, ALUMINUM RIDGE

Install mill finish, aluminum ridge vent per manufacturer's specs.

RIDGE VENT, SHINGLE OVER

Cut vent slot into roof deck and install, per manufacturer's specifications, a shingle-over ridge vent with screening or a corrugated construction to prohibit entry by insects.

4715 VENT, GABLE

Install a screened, aluminum, rectangular or square gable vent with at least 4 square feet of free air space.

4722 VENT, DRIP EDGE

Install "Air Vent" Air Pro Flow™ Vented Drip Edge.

<http://www.airvent.com/professional/products/intake-ventedDE.shtml>

4723 VENT, SOFFIT, CONTINUOUS

Install "Air Vent" aluminum soffit vent models SV201 or SV202.

<http://www.airvent.com/pdf/installation/ContinuousSoffit-install.pdf>

VENT, SOFFIT, RECTANGULAR

Cut a hole in the soffit and install an aluminum 4"x 16" screened, rectangular soffit vent with a factory applied finish and fastened with screws of a matching color.

ROOF VENTILATION, COMBINED SOFFIT AND RIDGE

Install 1 SF of combined continuous soffit and ridge ventilation Soffit ventilation for every 300 SF of attic floor area. Use "Air Vent" aluminum soffit vent models SV201 or SV202 and "Shingle Over" style Ridge ventilation. 40% of the total required ventilation must be provided by the free air space rating of Ridge vents. 60% of the total required ventilation must be provided by the free air space rating of Soffit vents. All vents must be screened or be of a corrugated construction to prevent the intrusion of insects and if exposed must have a factory applied finish.

VENT, CUSTOM

ROOF FLASHING, REPAIR

Inspect, clean and reinstall copper or aluminum flashing to create a leak free seam. Seal all exposed nails with roofing cement.

FASCIA 1"X 6"

Install a 1"x 6", #2 pine fascia with bevel cut joints using galvanized finish nails. Caulk over joints, and prime.

SOFFIT

Install 3/8" BCX plywood soffit.

CONSERVATION

WEATHER-STRIP WINDOW

Weather-strip both sash of double hung window with spring zinc or bronze weather-stripping to create a positive seal.

WEATHER-STRIP DOOR

Weather-strip wood door with spring bronze and a vinyl door sweep.

INSULATE WALL, R-13 BATT

Staple 3-1/2" thick, R-13, foil faced fiberglass roll insulation to studs per manufacturer's specifications.

INSULATE WALL, R-19 BATT

Staple 6" thick, R-19, foil faced fiberglass wall insulation to studs per manufacturer's specifications.

INSULATE CEILING, R-30 BATT

Loose lay 12" thick R-30 unfaced fiberglass batts between the ceiling joists carefully fitting the fiberglass around obstructions such as wires, pipes ductwork and building components to insure a consistent and continuous R30 rating.

VAPOR BARRIER, CRAWL SPACE

Lay 6 mil poly vapor barrier on ground in crawl space and 6" up foundation walls. Overlap seams by 2' and secure with duct tape.

SEAL AND INSULATE, CRAWL SPACE

Install a 6-mil poly vapor barrier on ground in crawl space and up foundation walls to the top of the masonry leaving an inspection gap of 3 inches between the lowest wood component and the plastic. Fasten the plastic to the masonry wall with mechanical fasteners and large washers and seal the plastic to the masonry with Low VOC caulking rated to adhere plastic. Overlap seams in the plastic by 2 feet and seal the seams with fiberglass mesh tape and mastic. The end product will provide a water and air tight seal between the interior of the crawl space and the walls and floor of the crawl space and all penetrations including, but not limited to those created by plumbing, electrical and HVAC equipment, will be sealed tight. After the plastic vapor barrier has been inspected and approved by the Housing Rehabilitation Specialist responsible for this property, install a minimum R13 of Dow THERMAX foam board on the outside walls of the crawl space sealing the seams between the boards with foil tape approved by Dow for use with THERMAX. The layer of THERMAX shall be complete without voids and any gaps shall be sealed with polyurethane foam sealant.

INSULATE DUCT, FIBERGLASS

Wrap ducts/pipes with 1-1/2" foil scrim R-4 fiberglass insulation. Secure and seal all seams with duct tape.

DRYWALL & PLASTER

DRYWALL, RE-NAIL & RE-TAPE

Re-nail or screw gypsum surface 6" on center. Scrape seams and nail pops. Using fiberglass mesh, cut out seam and re-tape where tape is missing, damaged or bubbled. Finish with 2 coats of compound, wet sand, ready for paint.

DRYWALL, PATCH, LARGE

Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Sand ready for paint.

LAMINATE 3/8" DRYWALL

Hang 3/8" gypsum over wall or ceiling surface with screws 8" on center and a bead of construction adhesive 20" on center. Butt drywall to door and window casing and apply J channel molding. Remove top molding from 3-piece base and reinstall after surface is paint-ready. Tape, 3-coat finish and sand ready for paint.

DRYWALL, LAMINATE WATER RESIST

Hang 1/2" water resistant drywall over existing surface with screws 8" on center and 3/8" adhesive beads 16" on center. Remove top molding from 3-piece base. Butt drywall to door and window casing. Tape, 3-coat finish, and sand ready for paint. Install 3/8" ogee or shoe molding.

DRYWALL, 1/2"

Hang, tape and 3-coat finish 1/2" drywall. Apply a 3/8" bead of adhesive to each framing member and screw or nail 8" on center. Run boards with long dimension horizontal. Wet sand ready for paint.

DRYWALL, WATER RESISTANT

Hang, tape and 3-coat finish 1/2" water resistant drywall in wet area. Apply a 3/8" bead of adhesive to framing member and screw or nail 8" on center. Sand ready for paint.

PATCH PLASTER

Cut back damaged plaster. Cut out cracks 1/4" wide in a vee-joint. Re-nail all loose lath. Install 1/8" flat rib metal lath where wood is not reusable. Apply basecoat, allowing at least 1/16" for finish coat. After 24 hour cure, apply finish coat.

CERAMIC TILE

CERAMIC TILE, REGROUT, CAULK

Dig out loose grout 1/4". Remove all caulking and clean surface with mildew remover. Apply latex-portland grout and white, mildew resistant silicone caulk to all seams, fixture lips and pipe penetrations.

CERAMIC TILE, REPAIR

Remove damaged tiles. Cut and thin set ceramic tile of matching color and size. Re-grout entire surface and apply mildew resistant white silicone caulk to all seams, fixture lips and pipe penetrations.

CERAMIC FLOOR TILE

Using adhesive, lay owner's choice of \$3/sf ceramic floor tile over 1/2" reinforced cement board, screwed to subfloor. After at least 24 hours drying time, apply latex-portland grout. Clean floor and apply mildew resistant white silicone caulk to all edge seams and pipe penetrations. Install a 3" marble threshold at door.

PAINTING

PREP & PAINT WOOD FLOOR

Scrape and rough sand with 36-grit paper and a sanding stick, entire floor deck. Vacuum and tack-rag surface. Apply two coats owner's choice of premixed pigmented polyurethane floor finish, per manufacturer's recommendations.

PREP & PAINT EXTERIOR MASONRY

Protect ground with drop cloth. Scrape or pressure wash all loose, peeling, cracked and blistered paint from surface. Spot prime with latex primer. Paint one top coat with latex.

FLOORS

VINYL TILE FLOOR, REPAIR

Remove damaged floor tiles, clean adhesive from deck. Install tiles per manufacturer's recommendations to match original – in style, pattern and color – as closely as possible.

UNDERLAY AND VINYL TILE

Install 1/4" underlayment grade plywood using 7d screw shank or cement coated nails, or narrow crown staples, 6" on center allowing a 1/4" gap at wall. Lay 12"x12"x1/8" vinyl composition tile, color group B as made by Armstrong or Azrock, per manufacturer's recommendations. Square to room axis. Include metal edge strips at openings, and shoe molding or 4" vinyl base around perimeter. Owner's choice of in-stock color.

VINYL SHEET GOODS

Re-fasten all loose and warped underlayment and fill voids with patching compound. Install 070" vinyl sheet goods with a minimum of seams per manufacturer's recommendations. Caulk edges of vinyl with clear silicone. Install metal edge strips in openings and shoe molding or 4" vinyl base around perimeter. Owner's choice of in-stock color.

UNDERLAY & VINYL SHEET GOODS

Install 1/4" underlayment grade plywood, using 7d screw shank or cement coated nails, or narrow crown staples, 6" on center allowing a 1/4" gap at wall. Install 070" thick, backed vinyl sheet goods w/ minimum seams, per manufacturer's recommendations. Caulk edges of vinyl w/clear silicone caulk to create positive seal. Install metal edge strips in openings & shoe molding or 4" vinyl base around perimeter.

CARPET AND PAD, REMOVE

Remove carpet, pad, metal edge strips and tack strips to a code legal dump.

HEAT & AIR

BURNER MAINTENANCE

Clean burner and combustion chamber, inspect and replace nozzle if required, oil motor and all pumps, adjust air/fuel oil mixture to manufacturer's recommendations. Replace oil filter.

BOILER, REBUILD CHAMBER

Rebuild firebox chamber in boiler to maximize flame retention.

BOILER, GAS REPLACE, COMPLETE

Dispose of heating equip. & radiators to code legal landfill. Size & install a gas-fired, cast iron, jacketed boiler, distribution piping & baseboard convectors to service entire house. Installation includes all power & control wiring, a set back thermostat, expansion tank, one circulation pump, water & gas supply & flue piping. The installation is required to maintain 70F. indoor temperature when outdoor temperature is -10 F. Min. AFUE rating 86.

BOILER, GAS CUSTOM

HEAT DUCT AND REGISTER

Install low-velocity insulated metal or flexible duct work from main trunk to floor or wall register.

SETBACK THERMOSTAT

Install a LuxPro PSP511Ca thermostat with the following settings: 6:00-8:00 a.m. 67 degrees F - 8:00 a.m. - 4:30 p.m. 62 degrees F - 4:30-10:30 p.m. 68 degrees F - 10:30 p.m. - 6:00 a.m. 62 degrees F.

FLUE THIMBLE

Remove flue and old chimney attachment. Install a ceramic clay insert into chimney. Point up all holes and reinstall flue.

FLUE REPLACE

Install a pre-fabricated, double-walled, UL listed, galvanized steel, 8" flue inside chimney.

PLUMBING

WATER SERVICE, COPPER K LINE

Excavate to 36", lay 1" type K, copper pipe and refill trench for water service. Lay line without joints from meter hub to main shut off valve inside structure. Contractor to apply and pay for all permits, repair concrete cuts and coordinate installation of new meter. Owner to pay all water tap fees. Backfill, seed and mulch disturbed yard areas.

SUPPLY, PEX

Install PEX (cross-linked polyethylene) tubing to supply domestic water to the specified plumbing fixtures. Maintain manufacturer's required clearance from heating appliance vents, recessed lights or other heat sources. Installation will protect PEX tubing from direct sunlight. Protect PEX tubing with sleeves where abrasion may occur and use nail plates where PEX tubing penetrates wall stud or joists and has the potential for being struck with a screw or nail. Allow for manufacturer's required slack to compensate for expansion and contraction. Provide shutoff valves at each fixture. Pressure-test the system prior to charging with water.

SUPPLY, COPPER

Install type L rigid copper supply lines to specified fixtures with silver/tin solder. No solder containing lead is allowed. Install 3/4" pipe to branches and provide shut off valves at all fixtures. Provide dielectric unions at iron pipe joints. Pressure-test the system prior to charging with water.

SHUT-OFF VALVE

Install a PVC or chromed brass shut-off valve on existing fixture supply line.

WASTE LINES, INSPECT, REPORT

Test waste lines for leaks and proper venting. Identify defects and submit to the agency a priced list of recommended repairs to bring structure into compliance with the current plumbing code.

WASTE LINE, SNAKE

Power snake drain to clear lines for fixtures to main street sewer.

DRAIN, WASTE, VENT, PVC

Install schedule 40 PVC pipe and fittings, solvent welded after a dyed cleaning step. Install pipe with hangers 3' on center without critical damage to structural members.

TRAP, REPLACE

EA \$0.00
Replace trap and all corroded waste line from wall stub out to fixture with PVC or polypropylene.

SEWER SERVICE, 4" PVC

Install a 4" PVC sewer line from structure and connect to the public sanitary sewer system. Install clean-outs as required. Re-grade yard in work area, sow grass seed and spread straw to reestablish lawn. Contractor to apply and pay for all permits and road repairs. Owner to pay for sewer tap fees.

GAS LINE, PRESSURE TEST

Cap all gas lines prior to filling the distribution system with 120 lbs. of compressed air. Maintain pressure for 24 hours. Locate and seal any leaks in the system.

GAS LINE

Hang 3/4" main and 1/2" fixture gas supply lines of schedule 40 black steel pipe with malleable iron screwed fittings. Install brass stop valves at all equipment.

GAS SHUT-OFF VALVE

Install bronze, square head, gas cock valve for fixture.

GAS DRYER HOOK UP

Install schedule-40 black iron pipe and gas cock to dryer location. Install metal exhaust vent to exterior of structure with draft prevention wall cap.

FAUCET REPAIR, KITCHEN

Inspect valve seat, and grind until level or replace. Replace washers or rings and repack stem to refurbish faucet.

FAUCET REPAIR, BATH

Inspect valve seat, and grind until level or replace. Replace washers or rings and repack stem to refurbish faucet.

BATHTUB, 5' STEEL COMPLETE

Install a 5' white, enameled, formed steel, tub complete with lever operated pop up drain and overflow, PVC waste, single lever shower diverter and Delta 6122 water saving shower head.

SHOWERSTALL, FIBERGLASS

Install a 36"x36" one piece, fiberglass shower stall including PVC waste, molded base, metal two handle shower diverter, shower rod and Delta 6122 shower head.

TOILET SEAT

Install a white, wood or plastic, top mounted toilet seat and lid. Material allowance \$20.

COMMODE, REFURBISH

Install an anti-siphon fill valve. Replace flap valve and adjust water height to effect proper flushing action.

DISCHARGE TUBE

Install temperature and pressure relief discharge tube on water heater. Bottom of tube shall be within 6" of floor or to outside of structure.

WATER HEATER, 30 GALLON GAS

Install a 30-gallon, glass lined, high recovery, insulated to R-7, gas water heater with a 10-year warranty. Include pressure and temperature relief valve, discharge tube to within 6" of floor or to outside of structure, vent, thimble, and gas piping from shut-off valve to fixture. Dispose of old water heater in code legal dump.

WATER HEATER, 40 GALLON GAS

Install a 4- gallon, glass lined, high recovery, insulated to R-7, gas water heater with a 10-year warranty. Include pressure and temperature relief valve, discharge tube to within 6" of floor or to outside of structure, vent, thimble, and gas piping from shut-off valve to fixture. Dispose of old water heater in code legal dump.

WATER HEATER, 30 GAL. ELECTRIC

Dispose of water heater in legal dump. Install a 30-gallon, low profile, high recovery, glass lined, insulated to R-7, double element, electric water heater with a 10-year warranty. Include pressure and temperature relief valve, discharge tube to within 6" of floor or to outside of structure, shut-off valve and electric supply.

WATER HEATER, 40 GAL. ELECTRIC

Dispose of water heater in legal dump. Install a 40-gallon, low profile, high recovery, glass lined, insulated to R-7, double element, electric water heater with 10-year warranty. Include pressure and

temperature relief valve, discharge tube to within 6" of floor or to outside of structure, shut-off valve and electric supply.

LAUNDRY TUB, SNGL BOWL REPLACE

Remove existing sink to code legal dump. Install single bowl, 24" fiberglass laundry tray to fit under faucet. Hook up waste line.

DRIPLESS CENTER, WASHER HOOK-UP

Install PVC stand pipe, hot and cold hose bibbs, and 20-amp outlet on a separate circuit to service a washing machine.

FAUCET, LAUNDRY TUB

Install a two handle, brass faucet with hose threading on laundry tub.

CLOTHES WASHING MACHINE HOOK-UP

Install a two-inch PVC stand pipe with trap, and a single lever "quick shutoff" washing machine valve with hot and cold threaded hose outlets to service a washing machine.

HOSE BIBB, REPAIR

Replace the packing in the valve stem and reassemble the hose bibb to be leak free.

HOSE BIBB

Install a bronze, freeze-free hose bibb on outside of structure with inside shut-off valve and backflow preventer. Seal exterior penetration with silicone caulk.

DRAIN/WASTE/VENT, 1 BATH HSE

Remove all drain, waste and wet vent lines to code legal dump. Install schedule-40 PVC or cast iron DWV lines to service one 3-piece bath, kitchen and laundry area from the foundation perimeter to roof vent terminus.

ELECTRICAL

ELECTRIC PANEL, RELOCATE

Relocate panel to inside of structure. Include all required materials to meet National Electric Code.

ELECTRIC SERVICE, 100-AMP

Replace existing electrical service with a residential, 100-amp, single phase, 3-wire electric service. Include a main disconnect, 12-circuit panel board, meter socket, weather head, service cable, and ground rod and cable. Seal exterior service penetrations to maintain a waterproof building envelope.

ELECTRIC SERVICE, 200-AMP

Replace existing electrical service with a residential, 200-amp service, main disconnect, 110/220-volt, 24-circuit panel board, meter socket, weather head, service cable, and ground rod and cable. Seal exterior service penetrations to maintain a waterproof building envelope.

GFI CIRCUIT BREAKER

Install a ground fault interrupt breaker in distribution panel to control all "wet area" outlets.

ARC-FAULT CIRCUIT BREAKER

Install an Arc-Fault circuit breaker in the distribution panel to protect all bedroom outlets.

RECEPTACLE REPLACE

Replace receptacle with ivory duplex receptacle and ivory metal cover plate.

RECEPTACLE, WIRE 15-AMP

Install an ivory, duplex, 15-amp receptacle and metal cover plate using copper romex. Fish wire and repair all tear out.

20-AMP CIRCUIT, RECEPTACLE

Install 20-amp, ivory, duplex receptacle with a matching plastic cover plate on a separate circuit with an individual over protection device. Fish wire and repair all tear out.

GFCI DEVICE

Replace receptacle with a surfaced mounted ground fault circuit interrupt receptacle.

RECEPTACLE, GFCI BATH

Install a flush mounted, ground fault circuit interrupted ivory duplex receptacle adjacent to lavatory using copper NM cable. Fish wire and repair all tear out.

RECEPTACLE, GFCI COUNTERTOP 15-AMP

Install a flush mounted, ground fault circuit interrupted, ivory, duplex receptacle and ivory cover plate using #14 copper NM cable, controlled by a 15-amp circuit breaker. Fish wire and repair all tear out.

WASHER CIRCUIT 110\20-AMP

Install a flush or surface mounted duplex outlet for a washing machine on a separate 20-amp circuit using #12 copper NM cable.

DRYER CIRCUIT, 30-AMP

Install 220 volt, 30 amp, surface mounted receptacle on an individual circuit.

WEATHERPROOF RECEPTACLE

Install a 15-amp, ground fault protected, surface mounted, weatherproof, PVC or non-ferrous box and receptacle using #14 copper NM conductors in EMT. Receptacle cover shall be permanently connected to box.

SWITCH REPLACE

Replace light switch with single pole, ivory toggle switch and ivory metal cover plate. Use plastic cover plates in bath area.

SWITCH LIGHT

Install a single pole, ivory switch and metal cover plate using Romex to control fixture. Fish wire and repair all tear out.

SWITCH WALL RECEPTACLE

Install a single pole, ivory switch with metal cover plate controlling the lower receptacle in a duplex receptacle. Install receptacle with #14 copper NM cable in same stud space as switch, adjacent to door.

3-WAY SWITCHES

Install two, 3-way ivory switches at opposite sides of room at strike side of door to control an existing fixture, using #14 copper NM cable. Fish wire and patch all tear out.

FIXTURE AND 3-WAY SWITCHES

Install a ceiling-mounted, UL approved, 2 bulb light fixture (\$20 material allowance) controlled by a pair of ivory 3-way switches mounted at the strike side of the doors, or at top and bottom of stairwell. Fish wire and repair all tear out.

LIGHT FIXTURE, PULL CHAIN

Install a porcelain pull-chain lamp fixture with a lamp on an approved electrical box.

LIGHT FIXTURE, REPLACE

Replace a ceiling-mounted, 2-bulb, UL approved, incandescent light fixture with shade and lamps. \$20 allowance for fixture.

LIGHT FIXTURE GLOBE

Install a glass light fixture globe on ceiling fixture.

LIGHT FIXTURE AND SWITCH

Install a ceiling-mounted, UL approved, 2-bulb light fixture (\$20 material allowance) controlled by an ivory switch with a metal cover located at the strike side of the door. Fish wire and repair all tear out.

SMOKE DETECTOR, HARD WIRED

Install a UL approved, ceiling-mounted smoke and heat detector permanently wired into a receptacle box.

PHONE OUTLET

Install a plaster ring and phone jack wired to the phone service. Stapled, surface-mounted wire is not acceptable unless prior written approval is given by the Housing Rehabilitation Specialist.

REWIRE TO CODE, PER ROOM

Rewire unit to current National Electric Code including but not limited to: surface mount GFI in bathroom & kitchen; 15-amp grounded receptacles on all usable walls; switched lights in all halls, kitchens, bathrooms and furnace areas; hard wired smoke detectors; cover plates; counter receptacles; and circuits. Fish all wire and repair all tear-out. Does not include service entrance.

ENTRANCE LIGHT

Install an exterior, waterproof, wall mounted, single bulb fixture outside exterior door. Include wire box, interior switch and lamp. Fish wire and repair all tear out. Fixture allowance \$22.

ENTRANCE LIGHT FIXTURE, REPLACE

Remove damaged light fixture and replace with an exterior, waterproof, single bulb fixture. \$20 fixture allowance.

FLOOD LIGHT, DOUBLE BULB

Install a building mounted, double lamp, incandescent flood light. Owner's choice of an interior or photoelectric switch. Any exposed exterior wiring shall be run in conduit.

****Plans and specifications may not be altered without approval of the CHIP Manager****