

## **REHABILITATION PROGRAM STANDARDS**

Housing rehabilitation is the coordinated effort to transform sub-standard housing into decent, safe, and sanitary housing. This differs from remodeling or renovation in that remodeling, generally, starts with a standard dwelling unit and entails amenities and finishes in excess of standard quality.

Sub-standard housing is defined, as housing that is dilapidated. A housing unit is dilapidated if it does not provide safe and adequate shelter for its occupants. Housing is dilapidated if it possesses any of the following deficiencies: lacks a permanent solid foundation; exemplifies a lack of structural integrity or weather tightness; lacks minimal insulation; has deficiencies in the basic mechanical and electrical systems in that they are not of adequate capacity or they are unsafe to operate; lacks in-door plumbing, private bathing facilities, or an appropriate sewer connection; lacks a kitchen or the facilities required to prepare and store food; evidences deferred maintenance to the degree that the structure becomes subject to increased decay, or may have been declared unfit for habitation by an agency or unit of government.

“Single Room Occupancy” (SRO) housing is not considered substandard solely because it does not contain sanitary or food preparation facilities (or both). An SRO housing unit is a unit which contains no sanitary facilities or food preparation facilities, or which contains one but not both types of facilities and which is suitable for occupancy by a single eligible individual capable of independent living. (24CRF 882.102)

### ***General Conditions***

For projects designed to rehabilitate, reconstruct, or redevelop single- and multi-family dwellings using local, state, and federal funds from the Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) authorized by Housing and Community Development Act, 42 U.S.C. §5301, the HOME Investment Partnership authorized by Title II of the Gonzales-Cranston National Affordable Housing Act, 42U.S.C. 12701, and the Neighborhood Stabilization Program authorized by the Housing and Economic Recovery Act of 2008 (P.L 110-289) collectively herein after referred to as program funds, the following Performance Standards shall be a part, either by inclusion or reference, of the Rehabilitation Work Write-Up (specifications and drawings). The performance provisions contained herein shall be included or referenced in all contract and subcontract documents of program funded rehabilitation projects undertaken through the Housing Rehabilitation Program (HRP) administered by the Department of Housing & Citizen Services, City of Pueblo (DHCS). The Director of DHCS shall decide all questions, which may arise as to the fulfillment of the construction contract on the part of the Contractor, and his decision thereon shall be final and conclusive.

Any reference in these standards to federally funded or assisted projects shall revert to the programs listed above and all activities carried out under the referenced programs shall follow all requirements and regulations of the respective programs.

When rehabilitation work is being done in any area contained within this document, these Performance Requirements and Standards shall be binding and strictly adhered to. Quantities and locations shall be indicated in the Rehabilitation Work Write-Up Specifications.

These Performance Requirements and Standards for the rehabilitation of existing residential properties have been developed to provide a minimum level of design and construction criteria for program funded projects. The purpose of which is to provide minimum requirements for the protection of life, limb, health, property, safety, and the welfare for the owners/residents of projects funded by the program. The Standards are not intended to be all-inclusive, to all rehabilitation requirements, nor are they intended to supercede or replace the existing locally adopted codes and ordinances having the force of law. Further, if a conflict arises between the Rehabilitation Standards and the adopted codes or ordinances, the adopted codes and ordinances shall take precedence.

The goal is to sustain owner-occupied housing, and to upgrade, re-introduce vacant, abandoned, or foreclosed housing units back into the housing stock and provide decent, safe, and sanitary living conditions for income qualified families and individuals.

### ***Rehabilitation Priorities***

Based upon existing conditions, unless otherwise noted, the Rehab Specialist shall determine and categorize inspected items into priority levels: A, B, or C. Priority A shall take precedence over Priority B, and Priority B shall preside over Priority C.

- **Priority A: Health and Safety**  
Items relating to the health and safety of the occupants; items required to correct dangerous conditions within the electrical and mechanical systems of the home; and the repair or replacement of structural elements that pose an immediate threat to the integrity of the structure.
- **Priority B: Preventative Maintenance and Energy Conservation**  
Items that will lengthen the useful life of the structure but are not yet an immediate threat to the occupants or the structure; the updating of major mechanical and electrical systems; and energy conservation measures.
- **Priority C: General Property Improvements**  
Items that relate to the comfort of the occupants and any general property improvements not required to satisfy by Priority A or Priority B.

The following required inspection items must be identified, prioritized, and based on feasibility, repaired, replaced or removed to meet the criteria as outlined:

1. The Presence of Hazardous Materials.
2. Existing Health and Safety Hazards.
3. Stable and Weather-Tight Building Envelope.
4. Dangerous or Inadequate Electrical Systems. The service must be adequate with no unsafe conditions.
5. Plumbing (including hot water). Must be in good working order without substantial corrosion, and be safe and sanitary.
6. Heating and Cooling System. Must be adequate and safe with a reasonable (5-year) useful life remaining.
7. Egress as required by code.
8. Items not immediately corrected that will result in damage to the structure or cause health and safety problems to the occupants.

To the maximum extent feasible, the Rehab Specialist will coordinate the inspection and specification process with the local codes and ordinances. The Rehab Specialist will coordinate with the code enforcement and/or the building official before finalizing the development of the Work Write-Up and final inspections at the end of construction.

### ***Redevelopment***

The DHCS shall determine if the structure is economically feasible for rehabilitation. Redevelopment of the site shall be considered if the cost of rehabilitation exceeds 50% of the "as completed" broker's price opinion. Redevelopment will also be considered if the structure is in violation of current zoning restrictions, inappropriately positioned on the parcel, or if the structure has been inappropriately reconfigured over time by conversion or addition.

### ***Minimum Requirements***

The contractor will adhere to the 1997 Uniform Housing Code, Section 8 Housing Quality Standards, HUD Lead Safe Work Practices, at a minimum, and correct any code violations. All new and/or replacement work will adhere to the adopted codes of the City of Pueblo. As of August 2016, the adopted codes are as follows:

- 1997 Uniform Housing Code
- 2015 International Building Code
- 2015 International Residential Code
- 2015 International Energy Conservation Code
- 2015 International Mechanical Code
- 2015 International Fuel and Gas Code
- 2015 International Plumbing Code
- 2014 National Electric Code

The contractor is required to adhere to all health and safety codes and the Rehabilitation Standards contained herein, if more stringent than any of the above referenced codes, and shall correct any code violations.

DHCS will implement cost effective energy upgrades to reduce or conserve energy consumption within the dwellings. Through the Work Write-Up, DHCS will instruct the contractor to make the necessary conservation modifications.

### ***Inspections, Bidding, and Monitoring Work***

DHCS is prepared to perform initial and subsequent inspections of HRP assisted rehabilitation projects using in-house personnel, the Pueblo Regional Building Department building inspectors, and qualified consultants. The DHCS Rehabilitation Specialist assigned to the project or an appointed representative will initially inspect the property, make progress inspections, and make a final inspection. The contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures of the Work under contract. He shall supervise and direct the quality and progress of the work as well as the safety of its employees, subcontractors, and the general public during construction. Additionally, the contractor is responsible for securing the site and protecting the surround areas from damage.

### **Work Write-Up Specifications**

DHCS shall write project specifications based on the initial inspection report of the property to be rehabilitated. In all cases, initial inspection reports and work specifications must be in accordance with all standards referenced here.

### **Bids**

DHCS shall obtain bids based upon the Work Write-Up specifications. DHCS will follow the City of Pueblo's approved Procurement Standards when obtaining equipment, materials and supplies, as well as the awarding of contracts for services, repairs, and maintenance.

### **Contractors**

Contractors eligible to participate with the Program must meet the following criteria:

- One and Two Family Dwellings: General Contractors must hold a minimum Class C building license, or for subcontractors, a license appropriate for the applicable trade;
- Multi-family dwellings of three or more units: General Contractors must hold a minimum Class B building license, or for subcontractors, a license appropriate for the applicable trade;
- All contractors must be insured with a minimum \$600,000 general liability, \$600,000 automobile liability, and workers compensation;
- The ability to provide the City of Pueblo with payment and performance bonds (required on projects over \$50,000);

- And, who are certified, or have the ability to become certified, in the application of HUD's Lead Safe Work Practices.

### **Cost Estimates**

DHCS or its consultants will prepare rehabilitation cost estimates based on the Rehabilitation Work Write-Up Specifications. The selected bid must be reasonable and within 10% of the rehabilitation cost estimate. Bids under the rehabilitation cost estimate may be considered. The contractor selected to perform the work will be selected through the City of Pueblo's procurement procedures.

### **Contractor Selection**

Owner-occupied rehabilitation projects: While homeowners will be encouraged to select the lowest responsible bidder, the homeowner will select the contractor to do the work on their home. The selected contractor must meet the eligibility requirements of the program. If the owner's selection is not the lowest responsible bidder, the homeowner must provide in writing a valid reason for not selecting the lowest responsible bidder.

Acquisition rehabilitation and redevelopment of projects that are not owner occupied shall follow the purchasing provisions of the City of Pueblo as set by resolution and/or ordinance.

### **Costs**

All labor, materials, equipment, tools, and construction equipment, machinery, transportation, and other facilities and services necessary to complete the specified rehabilitation or repairs, shall be the responsibility of the contractor unless specified otherwise in the Work Write-Up.

### **Permits**

Permits are required to be purchased and posted on the job site during construction. All permits and final inspection certificates are the responsibility of the contractor.

### **Codes/Variations/Zoning**

All construction methods and materials used shall conform to the applicable codes, zoning laws, and variance provisions adopted by the City of Pueblo.

### **Plans**

Plans prepared for DHCS must be reviewed and approved by the Pueblo Regional Building Department prior to bidding. Design, engineering, and approval of plans and specifications for changes proposed prior to, or after, the contract award shall be the responsibility of the contractor.

### **Materials**

All materials shall be new, in good condition, and of standard grade or better unless otherwise indicated in the Work Write-Up. "Green materials" requested in the Work

Write-Up may be of recycled or re-manufactured materials. All finished Work will be of good quality, free from faults and defects.

### **Products/Colors**

All products listed in the work list specifications are stated in terms "or equal". Products of equal quality and similar style may be used if DHCS approves the selection prior to submitting the bid. If a different product is being bid on, the contractor must insert the manufacturer's name and the style on the work write-up specifications. Where color, finish, or pattern involves choice, the contractor shall provide the owner-occupant with a full line of standard sample selections. In the case of acquisition rehabilitation, the contractor shall provide the Director with a full line of standard sample selections.

### **Quantities**

The quantities listed in the specifications are approximate quantities. The general contractor and the subcontractors are responsible for taking their own measurements at the job site to determine the quantities needed to complete the project.

### **Materials Allowances**

For bidding purposes and if requested in the Work Write-Up, materials allowances may be provided on specific items. On an annual basis, the Director shall have the authority to adjust material allowances used to set a maximum cost expenditures for specific items contained within these Rehabilitation Standards.

### **Lien Waivers**

Prior to receiving payment, general contractor shall submit lien waivers, affidavits, and warranties for his/herself and all his/her subcontractors. Additionally, the general contractor shall obtain a lien waiver from any supplier issuing a notice of the right to lien.

### **Change Orders**

Contractors encountering a change order situation shall contact the Rehabilitation Specialist, submit prices, and get written approval by the Director of the Department of Housing and Citizen Services and in the case of owner-occupied rehabilitation, the property Owner, prior to any work being performed or materials being purchased. Materials purchased and work done prior to receiving an approved written change order will be at the contractor's expense.

### **Construction Submittals, Product Detail, and Closeout Documents**

Contractor's submittals will detail construction and product details such as materials, matching existing materials, final product appearance, and manufacturer specifications and product numbers selected. Closeout documents shall include as-built drawings, if substantial changes warrant, and delivery of all warranties and operation manuals.

### **Warranties**

The contractor shall furnish all manufactures and suppliers written guarantees and warranties covering materials, labor, and/or equipment furnished on the project. The contractor shall fill in all necessary information on said warranties. The contractor shall deliver the original warranty to DHCS, where appropriate copies will be made. DHCS shall deliver the original warranty to the property buyer/owner. At a minimum, all labor and materials furnished by the contractor must be covered by a one-year warranty.

### **Quality of Work**

All work shall be executed by skilled craftsmen, experienced in their profession and in accordance with the standards of the trade and provisions and intent of the applicable code.

### **Temporary Facilities and Security**

The contractor shall furnish and install, as needed, adequate sanitary facilities, temporary power, light, water, roof tarps, drop cloths, and heat as necessary to protect the work and provide proper conditions for installation and curing of the work of various trades. In addition, the contractor shall furnish drop-boxes or other appropriate containers to efficiently remove debris during construction, perimeter site security fencing, temporary barricades for safety precautions on and near the construction site, temporary trenching, damming, and under-draining necessary to keep site free from water during construction. The contractor will take the necessary precautions to protect the existing landscaping and all adjoining areas from damage during construction.

### **Clean Up**

The Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by work of employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the building and all tools, scaffolding and surplus materials and shall leave the work area "broom cleaned" or its equivalent. All debris shall be disposed of at a proper location.

### **Use of Premises**

The contractor shall confine tools, and the storage of materials and the operations of workmen to limits indicated by law, ordinances, permits, or directions of the Rehabilitation Specialist and shall not unreasonably encumber the premises with his materials. The contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger the safety of persons or property.

### **Lead Based Paint**

Projects undertaken in structures built prior to 1978 will be subject to the cleaning regime required of lead abatement and/or lead safe work practices. The completed project will be subject to clearance wipe sampling conducted by a Certified Lead Based Paint Inspector or Risk Assessor. Clearance wipe samples will be analyzed in an NLLAP

accredited laboratory. Wipe samples with a lead content above the following levels are not acceptable:

- Floors - 40µg/sqft
- Window Sills – 250µg/sqft
- Window Troughs - 400µg/sqft
- (Exterior) Drip Line, Play Areas, Porch - 400µg/sqft
- Residential Yard - 1200µg/sqft

If the clearance sample results returned from the laboratory are above acceptable limits, then at contractor's expense, the contractor shall re-clean the work area or undertake additional work necessary to bring the lead level within acceptable limits. Re-testing will be done at the contractor's expense. Limits subject to change or amendment per adopted State and/or Federal regulation.

The buyer and/or all tenants of housing units built prior to 1978 shall be notified as per HUD regulations regarding lead based paint:

1. The property may contain lead based paint (LBP)
2. The hazards of lead based paint.
3. The symptoms and treatment of LBP Poisoning.
4. The precautions to take.
5. The advisability and availability of blood level screening for children under the age of seven.
6. The appropriate abatement procedures if LBP is found.
7. The buyer and/or tenant, if any, shall sign and receive a copy of the Lead Based Paint Information Notice and the memo to file.

### **Lead Hazard Reduction Program Activities**

Lead hazard reduction activities in child-occupied housing are those actions that directly reduce exposure to lead hazards. Hazard reduction activities shall be considered a "Priority A" task and shall take precedence over other non-essential repairs. The intent of LHR activities is the reduction of lead exposure pathways, based on funding requirements and availability, properties undergoing lead hazard reduction activities designed solely to reduce lead exposure in response to a public health concern need not address all Priority A deficiencies identified within the unit.

### **Asbestos**

The contractor and all tenants shall be notified of all known ACM target as per State regulations regarding asbestos hazards. The contractor is responsible for following all local, state, and federal regulations on the proper removal, handling, and disposal of all asbestos containing materials. The contractor is responsible for providing, installing, and maintaining the proper worker and occupant protection required by local, state, and federal regulations.

### ***Davis-Bacon Wage Rates Requirements***

Davis-Bacon wage rates are required during rehabilitation of residential multi-family properties containing eight (8) or more CDBG or NSP assisted units. Davis-Bacon wage rates are also required on HOME assisted rehabilitation projects containing twelve (12) or more units. If a blend of funding sources is used the lowest or most stringent program requirement applies. All Davis-Bacon requirements shall be adhered too. The contractor is required to provide certified payrolls to the Department on a weekly basis.

### ***Environmental Review Requirements***

An environmental review is required in accordance with 24 CFR Part 58. If the assessment determines the project may significantly affect the quality of the human environment, the project will be declared ineligible. Completion of the environmental review process is mandatory before taking a physical action on a site, or making a commitment or expenditure of HUD or non-HUD funds for property acquisition, demolition, rehabilitation, conversion, lease, and repair or construction activities. No funds may be committed to a project before the completion of the environmental review and approval of the Request for Release of Funds from the United States Department of Housing and Urban Development (HUD).

### ***Historic Properties***

Section 106 of the National Historic Preservation Act, requires that the responsible entity receiving federal funds take into account the effect the proposed project may have on historic properties or sites. A Section 106 Review, consisting of consultation and public notification, is required on all projects that have an impact or effect on historic properties. All work to historic properties shall comply with the Secretary of the Interior's Standards for Historic Preservation Projects.

### ***Uniform Relocation Act***

By statute, all properties to be acquired using program funds shall be acquired through a voluntary process. A "Notice of Interest" will be sent to the current property owners and occupants notifying them of the City's interest in acquiring the property, and that while the City of Pueblo has Eminent Domain Powers, they will not be exercised for the acquisition of the property. The notice will also include language telling the owners and occupants not to move out and that this notice is *not* an intent to acquire, but merely a preliminary statement of interest.

Receiving a positive response from a willing seller, the property to be acquired shall be appraised to determine fair market value of the property. A qualified licensed appraisal firm shall appraise the property in accordance with 49 CRF 24.103. Upon determination of fair market value, a Summary Statement of Basis for the Offer of Just Compensation will be sent to the current owner giving a complete description of the property, a list of

all buildings and improvements covered by the offer, and the determination of the market value.

In response to the notice of interest, the property owner shall submit a current occupant list to DHCS to estimate any applicable relocation expenses. Issuance of the Notice of Just Compensation will initiate negotiations for the sale of the property. At this time all tenants occupying the property to be displaced will receive a notice of eligibility for relocation assistance stating that if an agreement is reached on the sale of the property, after the transaction is completed, the occupants will be required to move out, following appropriate URA timelines, and those tenants displaced may be eligible for relocation assistance. Tenants not to be displaced will receive a Notice of Non-displacement stating that they will not be displaced by the project. Other tenants may need to be temporarily relocated to facilitate the renovation of the structure, in that instance, suitable temporary housing will be secured by DHCS, and tenants will be notified 90 days in advance of the move. Tenants will be reimbursed for reasonable expenses associated with the move, utility connection(s), and adjustments in rent for the difference between the temporary unit and their old unit, if any.

### ***Section 3 Regulations***

The City of Pueblo has set forth policies and procedures to ensure that employment and economic opportunities generated by Section 3 covered projects, to the greatest extent feasible, are directed to low and very low-income persons and business concerns. A prime contractor and subcontractor who signs a contract on a Section 3 covered construction project are required, to the greatest extent feasible, to direct employment and business opportunities toward Section 3 residents and Section 3 businesses. Additionally, the contractor and subcontractor are required to implement, to the greatest extent feasible, the City of Pueblo's Section 3 Plan.

If the value of any contract or subcontract, for work to be performed through this program, exceeds \$100,000 and the project is federally assisted, then Section 3 regulations apply to the Contractor. Section 3 regulations also apply to both the Contractor and Subcontractor for any subcontract issued in excess of \$100,000.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The contractor prior to signing the contract shall provide a preliminary statement of work force needs including skilled, semi-skilled, and unskilled labor and trainees by category where known, and also provide such information prior to the signing of contracts between the Contractor and Subcontractors.

The Contractor shall identify the number of positions in each category, which are not currently occupied by regular, permanent employees and make a good faith effort if filling those positions with Section 3 residents of the City.

The Contractor shall advise the Director within fifteen (15) days of the signing of the Contract, the steps which have been taken to comply with the above requirements.

***Other Needs/Requirements***

Other needs or requirements may be eligible if approved by the Director of the Department of Housing and Citizen Services and are eligible under State and Federal guidelines.

***Additional Requirements***

In addition to above requirements, projects developed with program funds shall make a good faith effort to meet the following guidelines:

(a) **Minimum Unit Size:**

1 BDRM	2 BDRM	3 BDRM	4 BDRM
650 sq.ft.	750 sq.ft.	950 sq.ft.	1,050 sq.ft.

(b) **Minimum Bedroom Size:**

The minimum size for a bedroom will be 7 feet by 10 feet, but larger sizes should be encouraged. When new construction is involved, minimum size will be 11 ½ feet by 9 feet.

(c) **Minimum Sound Barrier Requirements:**

<b>Sound Transmission Limitations</b>	
<b>Location of Partitions</b>	<b>Sound Transmission Class (STC)</b>
Living unit to living unit, corridor or public space	45 dB
<b>Location of Floor-Ceiling</b>	<b>Sound Transmission Class (STC)</b>
Floor-ceiling separating living units from other living units, public space or other areas	45 dB

**Acoustical Control: General**

Living units shall be designed to provide an acoustically controlled environment in relation to exterior noises and noise from adjacent living units and public spaces.

**Sound Transmission Limitations**

Mechanical equipment shall be located and installed to minimize transmission of objectionable sound.

Sound Transmission Class (STC) shall be determined in accordance with ASTM E90 and ASTM E413.

Multi-family living units shall be provided with acoustic separation in accordance with Section 1207 of the 2015 International Building Code.

## **Rehabilitation Construction Standards**

The City of Pueblo, Department of Housing & Citizen Services does not endorse products or manufacturers. Trade or manufacturers' names and models may appear herein solely because they are considered essential to set a level of quality. Equivalent products may be submitted, for evaluation, prior to bid.

### ***General Purpose and Scope:***

The purpose of the Rehabilitation Construction Standards is to establish minimum standards, which must be met for any housing unit, rehabilitated using the HRP program. The standards for rehabilitation may be different from standards for new construction. This is due to the scope of work involved in rehabilitation of an existing building where the extent and the emphasis of construction may differ greatly from the construction of new buildings. These Standards, while setting forth basic objectives and provisions specifically related to rehabilitation, shall not be construed as relieving the contractor of his responsibility for compliance with local ordinances, codes, and/or from obtaining the required permits for each project.

All rehabilitation work performed with Program funds must comply with the requirements set forth herein. When substandard conditions of "Priority A" are encountered in a unit identified for rehabilitation, they must be addressed. Any building or portion thereof which is determined to be unsafe in accordance with the Building Code, or any building or portion thereof, including any dwelling unit in which conditions exist that endanger life, limb, health, property, safety, or welfare of the public or occupants thereof shall be deemed to be substandard.

### ***Code Compliance Requirement:***

All work shall be accomplished in a workmanlike manner and must conform to the general specifications of all building and zoning codes. All required permits, in accordance with the Pueblo Regional Building Department, Department of Public Works, City of Pueblo, and the State of Colorado, Department of Public Health and Environment, must be secured before the start of any project.

### ***Code Sources:***

All rehabilitation work performed must meet the requirements of the City of Pueblo, the Pueblo Regional Building Department, and the 2015 International Building/Residential Code, the 2015 International Energy Conservation Code, the 2015 International Mechanical Code, the 2015 International Plumbing Code, and the 2014 National Electric Code. In the event the City of Pueblo revises existing codes or adopts additional codes, the requirements of those newly adopted codes and ordinances shall be adhered to. This includes compliance to State Historic Preservation Office mandates to retain historic

status of applicable dwellings to be rehabilitated. Local, state, and federal regulations pertaining to zoning, traffic, drainage, flood plains, and fire limits will be observed.

### **Historic Considerations:**

All structures at least 50 years old, structures located within historic districts, or those with architectural features that exemplify unique architectural characteristics shall be given special consideration. The State Historic Preservation Officer (SHPO) shall be consulted in making specific decisions affecting these projects. In rehabilitating a property, the SHPO may request additional efforts, materials, or methods of restoration, which may exceed these minimum requirements.

## ***Hazardous Materials***

### **Asbestos**

1. Asbestos containing materials (ACM) that are to be removed as a condition of the contract shall be removed and disposed of in a safe and proper manner by a State certified asbestos abatement contractor following the requirements of Regulation 8 from the State of Colorado, Department of Public Health and Environment, Air Quality Division under 5 CCR 1001-10.
2. Projects involving removal of ACM in excess of the trigger levels specified in Regulation 8 shall require a State issued abatement permit.
3. All ACM materials must be disposed of in a landfill certified to accept ACM. Contractor shall submit transportation manifest along with profile number to the Rehabilitation Specialist assigned to the project.
4. Exposed floor mastic containing asbestos must be encapsulated or removed in those areas where carpet is being installed.
5. Asbestos containing material must be dealt with in the most practicable and safe manner possible.

### **Lead-Based Paint**

1. Every unit constructed before 1978, which is or may become occupied by children under the age of seven, must either be evaluated for the presence of lead based paint or it can be assumed that all surfaces contain lead based paint.
2. All lead based paint hazards must be mitigated using interim controls, enclosure, encapsulation, or abatement methods in accordance with federal regulations. A certified lead based paint risk assessor shall make the determination as to which preventative measure is appropriate on a project-by-project basis.

### **Radon**

1. If requested, on owner-occupied rehabilitation projects, short-term radon testing may be conducted by a State certified radon measurement provider. Radon testing shall be required on all residential properties acquired by DHCS.
2. Results from short-term tests greater than 4pCi/l will be followed up with a long-term radon test.

3. Radon mitigation construction efforts shall be included in the Work Write-Up on properties with an average radon exposure exceeding 4pCi/l.

### **Mold**

1. All assisted properties will be visually inspected for the presence of mold. A Certified Industrial Hygienist may be consulted on all properties evidencing major plumbing leaks, strong odor, or visible mold.
2. A Certified Industrial Hygienist shall review all mold testing.
3. Based on the results of the testing and the recommendations of the CIH, mold mitigation efforts will be included in the Work Write-Up specifications.
4. Homeowners of owner-occupied rehabilitation projects may request mold testing regardless of the Rehabilitation Specialists visual observations.

### **Methamphetamine**

1. A Certified Industrial Hygienist will test all properties acquired by DHCS for the presence of methamphetamine contaminants.
2. If requested by the homeowner or deemed appropriate by the Rehabilitation Specialist, owner-occupied rehabilitation projects may be tested for the presence of methamphetamine contaminates by a Certified Industrial Hygienist.
3. If it is found that a property to be assisted has elevated levels of methamphetamine residue, then based on feasibility and under the direction and guidance of a CIH, mitigation efforts will be included in the Work Write-Up. All mitigation efforts shall be in accordance with the State of Colorado, Department of Public Health and Environment, State Board of Health regulation 6 CCR 1014-3 effective May 30<sup>th</sup>, 2005. If in the future, the Board of Health adopts new regulations or revises the existing, those changes shall be adopted into this Standard.

### ***Site Conditions***

**Positive Drainage:** All drainage on a site should drain away from the house and other accessory buildings, but not toward any adjoining houses or structures. Deficiencies in proper grading or paving adjacent to the building shall be corrected to assure surface drainage away from the foundation walls, the prevention of accumulation of stagnant water on the lot, and the prevention of soil saturation detrimental to the structures use.

**Specialist Note:** This item becomes an "A" priority only when the situation poses a definite threat to the health and safety of the occupants.

**Backfill:** All backfill materials shall be free of debris and other foreign material. Fill shall be placed when ground is frost-free and weather is favorable. Fill to be compacted in 6-inch lifts to 90% density.

**Splash Blocks:** All houses may be provided with splash blocks, aprons, or gutter extensions to carry water away from foundations.

**Architectural Barriers:** In recognition of the Americans with Disabilities Act, every effort should be taken to remove barriers to the handicapped or elderly. These efforts may include installation of handrails on staircases with more than three tiers, ensuring that the height of each existing step does not exceed eight inches in height and no less than ten inches in tread width. When pouring new sidewalks and stoops, ramping should be considered as an alternative to steps. Tripping situations caused by uplifting of sidewalks, tree roots, or other barriers should be removed.

In accordance with Section 504 of the Rehabilitation Act of 1973, rehabilitation projects designed to remove architectural barriers shall follow the Uniform Accessibility Guidelines, and all new and substantially rehabilitated multi-family structures shall conform to the 1996 Fair Housing Act Design Manual.

**Trees, Bushes and Grassed Areas:** Trees that present a safety hazard because electrical wiring runs through them must be trimmed as directed by Black Hills Energy, the local power company. Trees that could damage the structural integrity of the dwelling or the adjoining buildings above or below the foundation may be removed. All unsightly and overgrown trees in the yard and in the right-of-way may be trimmed or removed. Bushes and brush in a yard should be handled in the same manner, but any vegetation on the property line will require approval in writing by the adjoining property owners.

To maintain the aesthetic quality and stability of the neighborhood, the installation of sod turf, trees and bushes, and the associated irrigation system may be included in the Work Write-Up specifications.

**Mail Requirements:** Every dwelling unit will have a mailbox or mail slot, and 4" high address numbers visible from the street.

**Handrails and Guardrails:** These are required on one or both sides of steps or stairs with more than two risers, and around porches or platforms 30" high. Portions of stairs or platforms 30" above grade or above another floor will have guardrails and balustrades meeting Section R311 and R312 of the 2015 International Residential Code or Section 1014 and 1015 of the 2015 International Building Code, based on occupancy.

**Repair of Detached Garages:** If the detached garage is determined to be a substandard structure, and the garage is the primary structure housing automobiles and accessory items, then, based on feasibility and secondary to the home, the garage may be repaired, replaced, or removed in the most feasible method to bring the structure into a conforming state. If the detached garage is not the primary automobile storage structure, then it is considered to be an outbuilding.

**Repair of Outbuildings:** Unsafe, unsound, or unsightly outbuildings and other structures may be repaired or removed with the owner's approval. Repair of all outbuildings is limited to a cost equal to the cost of demolition. This budget restriction shall be in effect unless; the SHPO has determined the outbuilding to be a contributing element of the property, district, or landscape.

**Bulk Trash:** Bulk trash, including refrigerators, stoves, washers, dryers and other appliances; un-licensed automobiles and other vehicles; and improperly stored construction materials or firewood, is considered bulk trash and should be removed or appropriately stacked.

**Pest Control Requirements**

In cases where a severe infestation of insect or vermin is apparent, a licensed exterminator may be consulted to examine the dwelling and suggest an appropriate course of action. At no time shall a contractor attempt to exterminate pests on his own without the use of a professional exterminator.

**Walks and Driveways:** All existing accesses to residential structures should have a paved sidewalk that connects with other sidewalks or driveways to provide access to the house. All new entry walks shall be sized in accordance with Section 1005 of the International Building Code but not less than 36" wide. Sidewalks from rear door entrances to garages and around to the front may be repaired, if existing. However, these walks are not considered to be required and need not be provided or replaced unless they serve to control drainage conditions. Badly deteriorated essential paving will be replaced or partially replaced.

**Specialist Note:** This item becomes a "B" priority only when the situation is incipient in nature and may pose as a trip hazard. All exterior concrete surfaces shall be inspected and a judgment made as to their current condition. Non-essential deteriorated paving may be removed.

New concrete shall meet or exceed the following specifications:

1. Concrete installed shall be Type II with a 28-day compressive strength of 4000psi, alternate mix designs must be approved, by a structural engineer and the rehab specialist, prior to pour.
2. Concrete abutting buildings shall be doweled to the foundation with a #4 rebar placed 16" o.c.
3. Flatwork shall be troweled to a dense, tight surface. All concrete edges shall be tooled round to a ¼" radius.
4. New sidewalk shall have control joints placed 5' o.c. Expansion joints shall be placed where new sidewalk installation abuts existing concrete slabs
5. New driveway installation, control joints, in either direction, shall be placed 10' o.c. for a 4" thick slab and 15' o.c for a 6" thick slab. For alternate thicknesses, the spacing shall be determined by multiplying the thickness of the slab in inches by a factor of 2.5. The product of the two shall equal the distance, in feet, between control joints.
6. Unless noted otherwise in the Work-Write Up, all exterior concrete flat work shall have a light broom finish.

7. No concrete shall be placed on frozen ground or when the temperature is less than 32° degrees. When temperatures are expected to fall below 32° degrees, the contractor shall take adequate means to prevent the concrete from freezing. All frozen concrete shall be removed and replaced at the contractor's expense.

**Storm Gutters, Driveway Approaches, and Public Sidewalks:** Deteriorated gutters on streets that impede drainage or cause a safety hazard may be replaced. This also applies to driveway approaches. Deteriorated approaches may be replaced and non-existent driveway approaches may be installed. Curb and gutter may be installed on properties where no curb or gutter is currently present. Deteriorated or lifted public sidewalk panels may be replaced with new sidewalk panels matching the existing width. If more than 40% of the sidewalk is deteriorated, the entire walk may be replaced with a conforming width of sidewalk. All concrete exposed to weather, installed within the public right of way, shall be of Type II Cement with a 28-day compressive strength of 4000psi. All materials and workmanship will conform to the City of Pueblo, Department of Public Work's Standard Construction Specification and Standard Details last revised March 2008.

**Steps, Stairways, Porches, Patios, and Decks:** These will be safe, stable, reasonably level, even, non-slip surfaces, capable of supporting the loads anticipated, free of deterioration or rot which left unattended would lead to structural deficiencies. Porches, patios, decks, steps, and stairways deemed deficient in one or more of the above categories may be maintained, repaired, or replaced with materials and methods in keeping with the original structure.

**Specialist Note:** This standard becomes an "A" priority only when the situation poses a definite threat to the health and safety of the occupants, public, or to the integrity of the structure.

New stairs accessing the deck shall be stable, with steps that have a minimum of 10" deep tread, and risers no taller than 7-3/4". No riser should vary more than 3/8" in height, and the nosing of the tread shall not extend past the riser more than 3/4". Porches or patios that have deteriorated settled, heaved, or cracked may be repaired or replaced. Existing porches, patios, and decks may be rebuilt or replaced to their original size, unless an enlargement is needed to direct or control drainage.

## ***Foundations***

All foundations will be inspected by the Rehabilitation Specialist and shall be sound, reasonably plumb, and shall prevent the entrance of water or moisture into a basement, crawl space, or commercial building interior.

**Specialist Note:** This standard becomes an "A" priority only when the situation poses a definite threat to the health and safety of the occupants/public or to the integrity of the structure.

**Stability:** The foundation must be stable and not sinking, plumb, and window openings and top of foundation at the base of structure must be reasonably level. Reconstructed foundations must adhere to the structural engineer's direction regarding foundation design including the installation of rebar. Lack of stability beyond a reasonable level will preclude rehabilitation and initiate deconstruction or redevelopment.

**Collapsed Sections:** Collapsed sections of foundations must be reconstructed as prescribed by a licensed structural engineer's design and drawings acceptable to the Pueblo Regional Building Department. Consideration should be given to the degree to which the remaining foundation meets the minimum requirements of the 2015 International Building/Residential Code.

**Cracks:** Rehabilitation Specialist should evaluate foundations to identify cracks, particularly at window areas. Cracks may be filled with epoxy-cement, and rubbed with appropriate cement materials. All cracks, with a 1/4" spread or more, must be investigated by a licensed engineer and have an appropriate treatment applied. Slabs should be free of excessive cracking, movement, and trip hazards.

**Inappropriate Construction:** All foundations constructed of brick, railroad ties, and non-treated wood are unacceptable and will require repair or replacement.

**Spalling Foundation:** Spalling refers to the condition exemplified by crumbling gravel or rock, decaying concrete, collapse of foundations in sections that do not expose dirt on the outside, etc. When these conditions exist, foundations must be repaired or replaced following the recommendations of a certified structural engineer. Spalling of foundation surfaces of less than one inch in depth may be left untreated.

**Waterproofing:** Existing foundations evidencing leakage from the outside may require waterproofing. Cracks should be sealed as proposed above. Leaking around foundation floors should be sealed utilizing an appropriate caulking. Leakage through foundation walls should be corrected by providing positive drainage, concrete aprons, and in severe cases by excavating around the foundation and dampproofing the foundation with an approved dampproofing or waterproofing material. Additionally, in those severe cases, the installation of a foundation drain is prudent.

**Crawlspaces:** Existing crawlspaces should have a minimum of 18" clearance between the ground and the bottom of the floor joists or a minimum of 12" clearance from the ground to the bottom of lowest beam. New crawlspaces or existing crawlspaces to be exposed shall be dampproofed unless otherwise specified in the Work-Write Up. Acceptable dampproofing materials are fibered solvent based, asphaltic coatings applied at a minimum rate of 4 gallons per 100 sqft. Prior to applying dampproofing, all cracks, pinholes, joints, and transitions are to be filled with trowel-grade asphaltic fibered mastic. Contractor shall let new concrete cure a minimum of seven days before applying coatings and shall let the dampproofing cure a minimum of 48-hours before backfilling. New masonry foundations shall have a minimum of 3/8" Portland cement parging applied to the exterior side of the wall prior to dampproofing. The floor of all new

crawlspaces shall have a 6mil visqueen vapor barrier installed in all crawlspace areas with conditioned space. The vapor barrier shall be mechanically attached and sealed on the perimeter and all seams and penetrations sealed.

**Basements:** Acceptable waterproofing materials for new basements or existing basements to be exposed: Grace Bituthene membrane applied with compatible primer and mastics as per manufacturer's application instructions. Contractor shall let new concrete foundations cure a minimum of seven (7) days before applying primer or waterproofing. Backfill should occur as soon as the waterproofing is in place. Care shall be taken not to damage the membrane during backfill. Acceptable dampproofing materials for basements: BASF's Masterseal 550, a polymer-modified cementitious coating. Existing concrete foundations may be either waterproofed with the Grace Bituthene membrane waterproofing system or dampproofed using BASF's Masterseal 550. Site conditions, water table, foundation condition will determine which system is required. All products shall be installed in accordance with the manufacturer's recommendations.

#### **Poured Concrete Footers, Foundations, and Foundation Repairs**

New foundations and substantial repairs to existing foundations shall be done under the direction of a licensed structural engineer. At a minimum, concrete shall be Type II Cement with a 28-day compressive strength of 3000psi. Concrete reinforcement shall be by engineer's design. At a minimum, footer reinforcement shall consist of at least two, Grade 40, #5 Bars set 12" o.c. with vertical reinforcement extending into the foundation wall to a point equal to half the height and placed 36" o.c.. All Bar splices or ends shall be lapped a minimum of 30 bar diameters. Corners shall be reinforced with three vertical bars and Tee intersections shall be reinforced with a minimum of two vertical bars.

No concrete shall be placed on frozen ground or when the temperature is less than 32° F. When temperatures are expected to fall below 32° F, the contractor shall take adequate means to prevent the concrete from freezing. All frozen concrete shall be removed and replaced at the contractor's expense.

#### **Foundation Retaining Walls**

On a proper footer as detailed above, concrete masonry units may be installed using a running bond pattern. Mortar shall be Type 'S' using a mix of one part Portland cement, ½ part hydrated lime, and 4-½ parts masonry sand. Walls shall be reinforced using a single wythe truss reinforcement placed horizontally between the blocks on alternating courses and vertical reinforcement using a #4 rebar extending from the footer every 36" o.c. Install a top course bond beam fully grouted and horizontally reinforced with two #4 bars. Rebar laps shall be a minimum of 30 bar diameters. Properly tie into existing foundation doweling rebar every other course. Backfill shall be in accordance with the

Rehabilitation Standards. A registered structural engineer shall design retaining walls taller than 48”.

### ***Exterior and Load Bearing Walls***

**Structural Integrity must meet the following criteria:** All repairs to existing walls will be inspected by rehabilitation specialist and will be in accordance with the 2015 International Building/Residential Code. Exterior walls are to be weather tight and do not permit entry of water, snow, or excessive wind into the interior. There cannot be any holes in the exterior walls, separation of siding materials, collapse of siding or deterioration of exterior siding materials. Cavities between the exterior wall and windows, door entries, or openings at the rafters or at the rim joist are not acceptable. All exterior walls must be of structurally sound construction. Structural framing and masonry should appear to be free from deterioration, rot or serious termite damage, be adequately sized for current loads and have a 15-year expected useful life after rehab. Prior to any rehab, all sagging floor joists or rafters will be visually inspected by the Rehabilitation Specialist. Significant structural damage and its cause will be corrected. New installation of exterior wall coverings may be called for only after all "A" and "B" priority items have been addressed in the Work Write-Up, unless the condition of the existing wall covering is a threat to the integrity of the structure. New exterior wall coverings may be considered if asphalt or asbestos siding is present or when the cost to repair the existing siding exceeds 50% of the cost of new siding or stucco. Additionally, an eligible expense is the appropriate cleaning of the existing surface, whether or not painting or other decoration work is done.

**Additions:** All additions to residential structures must be on a properly constructed foundation and must not evidence substantial separation from the original structure.

**Exterior Siding and Trim:** These will be intact, weatherproof and have structural integrity. No component will have an expected useful life less than 10 years. All components will have a continuous coat of paint or bonded finish with an expected life of at least five years. Asbestos siding should be free of cracked or broken shingles. Replacement may be considered, if not historically contributing and when over 10 percent of the exterior surface evidences damage. Asbestos siding scheduled for removal shall be removed in accordance with paragraph III.S.4 of Regulation 8 from the State of Colorado, Department of Public Health and Environment, Air Quality Division under 5 CCR 1001-10. All asbestos siding shall be properly disposed of in a certified landfill accepting ACM. Asphalt siding is generally considered a fire hazard. It may be removed entirely or covered by a fire retardant siding material when rehabilitation is undertaken. Interior paneling, untreated plywood, sheetrock and other materials that do not hold up to the weather are deemed inappropriate and should be removed. Materials acceptable for new or replacement siding installations are as follows: brick veneer, manufactured stone veneer, stucco, EFIS, wood siding, wood shingle siding, fiber cement

siding, masonite siding, vinyl siding, T-111 cedar siding panels, and exterior masonite sheathing.

**Bearing Walls:** Bearing walls in a structure should be identified and inspected for proper construction. Where they are lacking in basements, new walls or support beams and columns should be installed to maintain the integrity of the structure. No bearing walls may be removed when undertaking rehabilitation unless appropriate construction procedures are applied and required supports are installed to compensate for their removal.

**Chimneys:** Unsound chimney tops will be repaired or removed. When chimneys are being used for venting, they will be restored, if necessary, to safe and operable condition, with an expected usefully life of at least 10 years.

## *Weather Tightness*

### **General**

Department policy is to assure weather tight residential structures that promote maximum conservation of energy.

### **Windows**

Every habitable room of a residence (a space used for living, sleeping, eating, or cooking, or a legal combination thereof) shall have at least one window that opens directly to the exterior. Artificial light and mechanical ventilation may substituted for this requirement when said elements meet the provisions of Section R303 and R308 of the International Residential Code or Sections 1030, 1203, 1205, and 2406 of the International Building Code. All required windows, including hardware, shall operate satisfactorily and give evidence of continuing acceptable service. Inoperable windows in excess of the minimum requirements, may be repaired or replaced. When existing windows are permitting infiltration of air, snow, or rain they may be repaired or replaced. If replacement is necessary, the SHPO's approval is required on homes with historical considerations.

Window requirements:

1. Every habitable room shall have at least one operable window in proper working order with secure window locks. Screens, crank handles, and glazing must be intact and in place. All existing windows shall meet current code requirements for required light and ventilation. A room equipped with a door, which opens to the exterior of the unit, may have a fixed sash window as its only window if the openings meet the following criteria:
  - The area of the window meets current code requirements for room light;
  - A properly working screen door, capable of preventing insects from entering the dwelling, is installed on the exterior door;

- The area of the screen door meets the current code requirements for room ventilation.
2. Defective glass or locking mechanisms shall be corrected or replaced.
  3. All operable windows shall have insect screens in suitable condition to serve their intended purpose. Where practical, new screen installation may include solar screen.
  4. New windows installed or existing windows in rooms whose function or description has been altered substantially from its original construction, shall meet current code requirements for required light, ventilation, security, and egress.
  5. All windows found to be substandard may be repaired or replaced.
  6. Newly installed windows will be double pane insulated vinyl windows having Low-E, 3/4" glazing with a U-Factor of .32 or less. To include new screens on all windows, as required by the work write-up. For historical considerations or sound attenuation, other window materials may be used.
  7. New glazing installed in locations defined as hazardous by the International Building/Residential Code, shall be safety glass.
  8. Any replacement, repairs, or changes will be specified in Work Write-Up.
  9. New windows will meet International Building Code egress standards.
  10. All necessary adjustments and repairs to wall will be finished according to Rehabilitation Standards.
  11. All windowpanes must be free from cracks, chips, and paint.
  12. Existing security bars on windows located in sleeping rooms must be provided with latches and dimensioned so that current code egress requirements are met, if not they shall be modified to fully comply or shall be removed.

### **Exterior & Interior Door Requirements**

1. All exterior and interior doors, including their hardware, shall operate satisfactorily and give evidence of continuing acceptable service. Doors should be free of holes, excessive scratches, gouges, chipping, peeling or other unsightly damage or wear.
2. Privacy locks, hinges, doorknobs, and weather stripping will be in good working order.
3. All new knobs and lock latches will be ADA compliant.
4. Any door replacement will be specified in the Work Write-Up and will be installed to the Rehabilitation Standards.
5. New exterior doors shall be a minimum of 1-3/4" thick, solid wood, fiberglass, or metal insulated pre-hung with threshold, vinyl sweep, kick-plate, and aluminum sill or approved equal. Acceptable door profiles are flat panel or raised panel with or without glass lites. Additional acceptable door types include doors and thresholds meeting the requirements of the SHPO, special sound attenuation requirements, and that of the Americans with Disabilities Act.
6. Exterior doors shall be protected from sunlight with a proper coating of varnish, paint or other suitable weather protection.

7. New interior doors shall be a minimum of 1-3/8" thick, hollow or solid core, flat or raised panel, pre-hung wood, fiberglass, or Masonite doors or approved equal.
8. All molding and trim around the door is to be installed, caulked, and painted to Rehabilitation Standards.
9. All units are to be hung plum, true, and square with equal margins. Existing doors not meeting this requirement may be repaired or replaced.
10. Installation or repair of locksets will require matching keys on exterior doors. New exterior doors shall have a lockset and dead bolt installed.
11. All locks on doors in the required means of egress shall be readily operable from the inside without the use of keys.
12. Existing security doors shall be in good working condition.
13. Repair of existing or installation on new storm doors, while not required, is an eligible activity.

### **Insulation Requirements**

1. New attic installation will require a minimum R-value of thirty-eight (R-38).
2. New exterior wall insulation assemblies will require a minimum R-value of twenty (R-20).
3. If selected, insulation under a raised floor will require a minimum R-value of nineteen (R-19).
4. R-value may be increased depending on application and will be specified in the Work Write-Up.
5. All voids, penetrations, holes, around windows and door jams will be sealed with caulking or filled with loose fiberglass insulation or spray foam.
6. Attics and crawl spaces should be ventilated to remove excess moisture at a minimum ratio of one square foot of vent for each 150 square feet of enclosed space. Note: Conditioned crawlspace areas with a proper vapor barrier need not have crawlspace vents.

Rehabilitation Specialist Note: Existing homes not meeting the insulation requirements may be insulated to meet or exceed the requirements of the 2015 International Energy Conservation Code. New exterior insulating materials, acceptable to the program, are expanded or extruded polystyrene, and for interior use: polyisocyanurate, expanded or extruded polystyrene, spray applied closed-cell urethane, full batt, and blown cellulose or fiberglass insulation.

**Specialist Note:** This standard becomes a "B" priority only when no insulation is present or the predicted R-Value within a specific area of the home, outlined above, is less than two-thirds the required R-Value for new insulation. The Rehabilitation Specialist shall coordinate with the Pueblo County Weatherization Program before finalizing the Work Write-Up specifications to ensure that program resources are used in the most efficient manner.

### **Rim Joist and Crawl Space Materials**

When basements are unfinished, the rim joist around the house should be sealed and insulated. The foundation walls in crawlspaces should be insulated to a minimum of R-19. Insulation between floor joists in crawl spaces may be considered but should be reserved for areas of new construction unless such areas are easily accessible, and in areas that are not conditioned.

### ***Re-roofing Specifications***

All roofs shall be inspected and a judgment made as to current condition. To the maximum extent possible, both the interior and the exterior of the roof shall be inspected. In addition, an inspection shall be made to determine the effectiveness of the existing flashing, roof-to-wall intersections, roof-to-chimney intersections, roof valleys, pipe projections through the roof, curbs and cants, eaves and rakes, and parapets. All roofs shall have a watertight and reasonably durable covering free of holes, cracks, excessively worn surfaces or other defects that indicate a potential for the infiltration of rain or excessive moisture into the structure. A roof or a portion of a roof that is not expected to remain watertight for the next five years may be repaired or replaced. All major roof construction, replacement, or repair work shall conform to the International Building Code as adopted by the City of Pueblo. All caps, edges, and critical joints in the exterior roof construction shall be protected by appropriately installed sheet metal or other suitable flashing material.

The Rehab Specialist must also ensure that all roof coverings must be removed before a new roof is installed; any damaged roof sheathing is replaced; drip edge is properly installed at the entire roof perimeter; and, the interior surface of the roof is appropriately ventilated. The following specifications for new roofing shall be adhered to:

1. Where appropriate, new roofs shall be shingled with 30-year dimensional shingles over a minimum of one layer of 15# felt underlayment.
2. Every roof must be installed in accordance with manufacturer's specifications.
3. Roofs shall have a positive slope that provides good drainage. Minor ponding is acceptable if pooling of water less is than 1/2" in depth, less than 1/3 the span of the roof or capable of drying in less than 48 hours after the last addition of water. In areas where ponding exceeds these limits, tapered insulation should be used to achieve a minimum of 1/4" per foot positive roof slope.
4. Roofs draining onto others in such a way that excessive wear results shall have protection provided or the drainage rerouted.
5. Roof drains or scuppers must be low enough to prevent excessive ponding and made of materials that are impervious to water. Overflow drains or scuppers shall be installed not more than 2" higher than the primary roof drain or scupper.

### **Built-up Roofs**

1. Built-up roofs shall have an elastomeric, aluminized, or gravel coating. Where a gravel roof is being removed and replaced, a three-ply built-up system installed over a fiberglass base sheet with an approved coating shall be provided. Where a gravel roof is being recovered with a new roof system, the existing structure must be able to support the new roof system. To reduce the total load, excess gravel shall be broommed off, and at a minimum,  $\frac{3}{4}$ " perlite recovery board shall be installed between the old roof and the new roof system. All insulation products must be compatible with the new roof system. Acceptable recover roof systems are as follows: 4-ply built-up roof with a gravel surface, 3-ply built-up roof with aluminum or elastomeric coatings, 2-ply SBS modified bitumen roof systems, 45mil reinforced TPO or EPDM, fully adhered, single-ply roof systems. Mechanically attached single-ply roof systems are acceptable on garage and outbuilding roofs.
2. Roof coatings shall be in good condition and consist of compatible materials.
3. Excessive peeling, bubbling, chipping, sloughing or mechanical damage shall be repaired.
4. Gravel roofs shall have gravel present in sufficient quantity and in proper distribution.
5. Built-up roofing membranes shall consist of at least 3 layers. Cap-sheet exposures of more than 18" on roofs without a mineral coating (felt roofs) shall not be acceptable unless a core sample can be shown to have at least 3 layers. The roofing materials must be securely fastened to the decking in an FM 1-90 wind pattern, and each course shall be solid mopped at the laps. Cold process adhesive is not acceptable.
6. The roof shall be free of fissures, cracks, lifting seams, excessive bubbles (more than 5% of the roof area) or excessive alligating in coatings or asphalt flood coats.

### **Modified Bitumen Roofs**

1. Modified bitumen (MB) roofs shall consist of SBS or APP fiberglass reinforced modified bitumen membrane having a factory applied granule surfacing, or a field applied elastomeric, aluminized, or gravel coating. All MB roofing shall be installed in accordance with the manufacturer's specifications. The MB roof membrane shall be install over a fiberglass base sheet fastened to an FM 1-90 wind specification, when applied over a wood deck. Where the MB membrane is installed over insulation, 2-ply of type IV fiberglass felts must be solidly mopped in place using Type 4 asphalt. Where a gravel roof is being recovered with a new MB roof system, the existing structure must be able to support the new roof system. To reduce the total load, excess gravel shall be broommed off, and at a minimum,  $\frac{3}{4}$ " perlite recovery board shall be installed between the old roof and the new roof system. All insulation products must be compatible with the new roof system.
2. Roof coatings shall be in good condition and consist of compatible materials.
3. Excessive peeling, bubbling, chipping, sloughing or mechanical damage shall be repaired.

4. MB will be replaced or resurfaced if blistered and the mineral covering is substantially deteriorated and/or the underlying insulation is wet. Gravel roofs shall have gravel present in sufficient quantity and in proper distribution.
5. The roof shall be free of fissures, cracks, lifting seams, excessive bubbles (more than 5% of the roof area) or excessive alligating in coatings or asphalt flood coats.

### **Single-Ply Roofs**

1. Single-ply roofs shall consist of 45mil reinforced membrane manufactured from Thermoplastic Polyolefin (TPO) or Ethylene Propylene Diene Monomer (EPDM). All single-ply roofing shall be installed in accordance with the manufacturer's specifications and installed in accordance with the manufacturer's recommendations to achieve an FM 1-90 wind rating. The single-ply membrane shall be installed over insulation adhered or fastened to the roof deck with a FM 1-90 wind rating. Fully adhered single-ply roof systems are acceptable over a living space, and mechanically attached single-ply roof systems are allowed over non-living spaces such as a garage or porch. Where a gravel roof is being recovered with a new single-ply roof system, the existing structure must be able to support the new roof system. To reduce the total load, excess gravel shall be broomed off, and at a minimum, 1" polyisocyanurate insulation board shall be installed between the old roof and the new roof system. All insulation products must be compatible with the new roof system.
2. Roof coatings shall be in good condition and consist of compatible materials.
3. Excessive peeling, bubbling, chipping, sloughing or mechanical damage shall be repaired.
4. Single-ply roofs will be replaced if the material has shrunk to a point the material is pulling away from the walls or edges. If the material has become brittle with age and patches or other types of repairs are unable to sufficiently adhere to the membrane.

### **Rolled Roofs**

1. 90# rolled roofing only is acceptable on sheds or on small outbuildings.
2. 90# rolled roofing may not be used on garages, porches, or over-living areas.
3. New installations and repairs shall have fasteners spaced no more than 3" along the seams and laps.
4. Loose mineral surfacing, bare spots, wear, excessive wrinkles, loose seams, loose laps, etc. are indications of age and shall be cause for repair or replacement.

### **Shingle Roofs**

1. All newly installed shingle roofs shall have a slope of no less than 3:12. New roofs or replacement roofs shall be shingled with Tamko Heritage 30 year shingles over a minimum of one layer of 15# felt underlayment.

2. Existing shingle roofs with slopes between 2:12 and 3:12 must be carefully examined for leaks or other signs of failure.
3. Shingles shall be installed with proper exposure. Roofs with more than 1/4" of the un-tabbed portion of the shingles exposed, or not installed in compliance with manufacturer's specifications shall not be acceptable.
4. Roofs with excessive bird's mouths, lumps, breaks, or tears shall be repaired or replaced.
5. Fasteners shall be properly installed. Each shingle shall be fastened according to manufacturer's specifications. Staples are not acceptable. In those cases where it is determined that the roof is improperly fastened, the roof shall be replaced or repaired, as appropriate.
6. Existing shingle roof surfaces shall have substantially all of the original mineral surface and be well adhered both at the tabs and in the grooves. Loose mineral surface, sparsely covered surfaces, curling, cupping, breakage, or brittleness are cause for replacement or repair.

### **Wood Shakes**

1. The use of wooden roofing materials in roof replacement or new construction is prohibited unless it is determined that the feature is a historic characteristic of a historically relevant building or district.
2. Existing wood shake roofs must have a slope at least 3:12.
3. Wood shake roofs must be in good condition free from splitting, breaking, rotting, or loose shakes. For historical preservation requirements, a new #1 heavy cedar shake roof may be installed using staples, over 30# felt underlayment laced between the individual courses of shakes. Installation shall be in accordance with Cedar Shake and Shingle Bureau's application recommendations.
4. Underlayment and lace felt must be present and in good condition free from substantial deterioration.
5. Splitting, breaking, rotting or loose shakes, or worn, sloughing, or cracked underlayments and lace felt should be weighed in decisions about repair and re-roofing. If such conditions are prevalent, the roof shall be replaced with a Tamko Heritage 30-year dimensional shingle roof.

### **Tile Roofs**

1. Tile roofs that fail shall be re-roofed with the existing tile or replaced with another tile roof only when it is determined the feature is a historic characteristic of a historically relevant building or district, or the feature is in keeping with improvements of the surroundings.
2. Tile roofs in need of replacement shall be replaced with a suitable and more economical material when replacement with another tile roof is not in keeping with improvements of surrounding standard projects.

3. Repairs shall be done only when the cost of repairs is less than the cost of a new shingle roof and the planned repairs are expected to make the roof last at least another 5 (five) years.
4. Tile roofs shall have a minimum slope of 3:12 and be installed over solid decking.
5. Spaced slats are not acceptable unless installed over solid decking.
6. Tiles shall be in good condition.
7. Tiles shall be securely fastened in place unless specified otherwise by the manufacturer. Slipping, loose, or missing tiles shall be replaced. Tiles that are cracked all the way through, tiles with a badly weathered surface, or tiles with chips or breaks larger than 1" in diameter shall be replaced. Roofing tiles shall have a head lap of not less than 3" unless the tiles are keyed to lock together with less head lap.
8. Leaking ceramic or concrete tile roofs must be inspected to insure they have an adequate underlayment. The underlayment shall be a minimum of two layers of 30-lb. felt and in good condition. Worn, flaking, sloughing, tearing or cracking of underlayment shall be cause for roof replacement or repair.

#### **Metal Roofs**

1. Metal roofs shall be at least 26 gauge (galvalume) or 29 gauge (galvanized).
2. Existing metal roofs must have a slope of 2:12 or greater.
3. Metal roofs must be properly aligned over uniform substructure to avoid panel distortion.
4. New installations must be made with concealed clips or galvanized screws with neoprene washers.
5. All rib lap joints must be sealed their entire length with a bead of caulking or butyl tape.

#### **Gutters and Downspouts:**

Structures shall have a controlled method for disposal of water from the roof where necessary to prevent damage to the property and to avoid causing unsightly staining of walls and windows. All deteriorated gutters, downspouts, soffits, fascia, or other elements which may allow the entry of water or air into the structure may be replaced. All downspouts shall have splash blocks in conjunction with proper site grading.

***Specialist Note:*** This standard becomes an "A" priority only when the condition must be corrected to address site and foundation drainage problems, or when replacement of gutters is in conjunction with roof replacements. **Connection of downspouts into sanitary sewer lines is strictly prohibited.**

#### **New Gutter Specifications:**

1. Where appropriate, dwellings may be equipped with Style K, pre-finished, seamless aluminum gutters (.032ga) and 2"x3" downspout (.019ga) assemblies.

2. Newly installed gutters shall be installed with the appropriate hangers and be designed to support the weight and conditions of the home. At a minimum, the gutter shall be attached to the framing on 48" centers. North facing slopes or roofs prone to ice damming may require additional attachment.
3. All existing and new gutters should be equipped with downspouts, bottom elbows, extensions, splash/diverter blocks, and other measures necessary to carry the water away from the dwelling.
4. Where appropriate, scupper and collectors heads shall be fabricated from 24ga galvanized (G-60 coated) or galvalume. Joints to be soldered or caulked with a butyl mastic.

### **Flashing**

1. Roof penetrations must be properly flashed and sealed.
2. Roof penetrations with cracked seals shall be replaced.
3. Seals made solely with mortar, plastic roof cement, or other materials that crack or shrink are not acceptable.
4. Roof flashing must be properly installed, in good condition, and must serve the purpose for which it was intended. Flashing that is loose, improperly sealed, heavily corroded, or damaged shall be repaired or replaced.
5. All new roofs must have a properly installed metal edge along the entire roof perimeter.

### ***Interiors***

The interior of all structures and its equipment shall be maintained in good repair, protect the occupants from the environment, be structurally sound, and be in sanitary condition so as not to pose a threat to the health, safety and welfare of the occupants. All new drywall required by the program must be manufactured, solely, in the United States of America.

### **Minimum Room Areas**

All interior living areas are required to be at least seven (7) feet wide in any horizontal direction and contain at least 70 sqft of living space. At least one habitable room must be at least 120 sqft.

### **Fire Barriers**

In garages that have a living area above them, two layers of (1/2") Type X Sheetrock are required under the joists and a single layer of 1/2" Type X Sheetrock is required on all supporting members. For garages without a living area above, 1/2" Sheetrock is required on the walls adjacent to the habitable living areas. If no firewall is present in the attic, 1/2" Sheetrock must be installed on the ceiling of the garage.

A one-hour fire rating is required when another structure is within five feet of a wall being reconstructed as part of the rehabilitation activity. All interior walls should have a

minimum of ½ inch Sheetrock. ¼" Sheetrock is permitted to be applied over an existing lath and plaster wall covering as long as any loose portions of the plaster are firmly secured to the lath and wall framing. *All new drywall must be manufactured, solely, in the United States of America.*

### **Damaged Interior Walls**

Holes in drywall or plaster must be repaired and precautions taken to prevent future damage by installation of doorstops and other necessary measures. Water damaged drywall or plaster must be removed and replaced. In wet areas of bathrooms, ½" water-resistant drywall material or ½" cement backer board shall be utilized. Interior walls with decayed drywall must be repaired by installing new drywall, taping cracks to conceal all joints and fasteners, double tapping corners, texturing, and repainting. When drywall is removed, all exposed studs, insulation, electrical wiring and plumbing is to be inspected and all defects be repaired. When drywall is removed in a bathroom, 2"x6" blocking shall be installed between the studs at all grab bar locations.

### **Interior Trim and Baseboard**

All door trim, window trim, and baseboard should be free from splits, if any trim is found substandard; it may be repaired or replaced to match existing. Joints are to be cut for a tight fit and fastened with appropriate nails, fasteners, or adhesives. Trim shall be caulked to provide a seamless transition from the trim to the wall or ceiling. Closets must have appropriate shelving, hanger rods, and supports. All new closets construction will have 12" x ¾" smooth bull nose shelving and minimum of 1" x 2" supports on three sides. Hanger rods will be 1 ½" ridged steel conduit or wood dowel, with rod brackets at ends, and center supports on all shelving over 4' in length. All nails are to be counter sunk, filled, and painted.

### **Paint Requirements**

A lead-based paint analysis must be conducted on all single-family dwellings and a representative number of dwellings within multi-family structures constructed prior to 1978. In the absence of a LBP analysis, it can be assumed that all surfaces contain LBP. A state certified lead based paint inspector or risk assessor must conduct the LBP analysis. If testing reveals the existence of lead based paint hazards or lead-based paint on surfaces that will be disturbed by the rehabilitation activities, above the de minimus levels, the LBP hazards or surfaces must be abated, encapsulated, or enclosed as prescribed a certified lead based paint risk assessor following the HUD Lead-Based Paint Guidelines. A licensed lead abatement contractor must undertake all lead abatement work. In certain circumstances, when a LBP hazard is not disturbed by the proposed rehabilitation activities, a contractor, trained in HUD lead safe work practices, may apply interim controls.

1. Exterior paint shall be free of excessive peeling, checking, cracking, and flaking, blistering, or other defects.
2. All new wood shall be primed prior to painting.

3. All new exterior wood shall be back-primed prior to installation.
4. If indicated in the Work Write-Up, interior rooms to receive a zero-VOC, PPG Pure Performance interior latex paint, semi-gloss latex enamel paint, minimum two (2) coats, to cover, more if required for a neat appearance.
5. Paint all exterior surfaces as indicated in the Work Write-Up, using PPG SpeedPro Exterior Latex paint with one (1) coat primer and two (2) coats exterior latex enamel as required for a neat appearance.
6. All new painting shall consist of removing or covering all hardware and fixtures not to be painted.
7. Using lead safe work practices prepare appropriate area with visqueen, featheredges and dull gloss surfaces with a wet mist and sandpaper, wet scrape all loose, cracked, peeling, and blistered surfaces.
8. Caulk, prime, sand, set all nails, fill holes, dents, and cracks in all woodwork and trim, including trim, doorframes, facing, baseboard, etc. Paint with high gloss latex enamel to cover.
9. Exterior paint will include fascia, soffit, cornice, doorframes, window casings and sills, handrails, balusters, and posts of porches, wall, etc. unless otherwise indicated in the Work Write-Up.
10. Remove all paint from hardware, windows, and glass (inside and out).
11. Paint shall be free from runs, sags, brush marks, and over-spray.
12. Color to be selected by owner (up to two colors for the exterior and up to two colors for the interior).

***Specialist Note:*** This standard becomes an "A" priority only when the condition may pose a threat to the health and safety of the occupants.

### **Ceilings**

All cracked or deteriorating ceilings require an inspection to determine the cause that generated the problem. Every effort should be made to correct the problem before the ceiling is repaired. Cracks must be filled and retextured, and the ceiling completely repainted with Benjamin Moore Natura Waterborne Paint #512.

***Specialist Note:*** This standard becomes a "B" priority only when the condition is incipient in nature and may pose a threat to the health and safety of the occupants.

### **Minimum Interior Height Condition**

All interior living areas are required to be at least seven (7) feet in height. All interior door openings must be six feet, eight inches (6'8"). Rehabilitation will not be undertaken in rooms that do not provide at least seven (7) feet of head clearance. In rooms with a sloping ceiling, not more than 50% of the required floor area can have a ceiling height less than seven (7) feet in height, and no portion of the required floor area can have a

ceiling height less than five (5) feet. Non-habitable basement areas are permitted to have a ceiling height less than seven (7) feet.

### ***Floor Covering Requirements***

1. All new carpet will be minimum 32 ounce per square yard with ½" #5 density polyurethane padding meeting FHA specifications. Locations of new flooring shall be specified in the Work Write-Up.
2. Carpet will be selected by the rehabilitation specialist from a maximum material allowance of \$40.00 per square yard.
3. All new vinyl sheet flooring will be no-wax vinyl meeting FHA specifications for residential use. Sheet vinyl shall be fully adhered to substrate and rolled to eliminate voids and bubbles.
4. Vinyl sheet flooring will be selected by the rehabilitation specialist from a maximum material allowance of \$25.00 per square yard.
5. Carpet and vinyl tile is to be stretched to eliminate puckers, scallops, and ripples and installed to manufacturer's specifications.
6. All damaged and missing tack strips or metal edging must be replaced.
7. All doors are to operate properly after installation of flooring.
8. Color and pattern to be selected by rehabilitation specialist or owner from standard color charts.
9. Protect carpet and vinyl after installation.

### ***Kitchen Facilities***

All kitchen cabinets are to be in proper working condition. Cabinets and counter tops found to be substandard will be repaired, resurfaced, or replaced with new KCBA certified cabinets. Drawers shall be made of solid wood or plywood and cabinets will have a factory finish and all appropriate hardware. All units are to be hung plum, true, and square with no margins between joints. Refinished or repaired cabinets will be painted or stained to Rehabilitation Standards. Cabinets are to be caulked; all nails set, holes, dents and cracks in all woodwork filled. Paint shall be free from runs, sags, brush marks, and over-spray and will match existing cabinets as close as possible. All knobs, hinges, and shelves will operate properly and have no visible defects.

**Minimum Cabinet Requirements:** All kitchens must have sufficient base cabinets to house a kitchen sink and provide at least 36 inches of unobstructed usable counter-top area. At minimum, three feet of upper cabinets must be available to store dishes. These minimum requirements should be expanded to optimize kitchen storage area available. When a cabinet's level of wear makes it unsanitary or nonfunctional, it should be replaced. All replacement cabinets must be replaced with new KCBA certified cabinets meeting the requirements listed above.

**Counter Tops:** All counter tops showing evidence of wear, water damage, uplifting of surface material, etc. should be replaced. Replacement counter tops shall be

prefabricated laminated counter tops or pre-formed acrylic counter tops with a 4" backsplash.

**Sinks & Faucets:** All kitchen plumbing must be inspected to ensure that faucets and drainpipes work properly. When sinks are chipped, cracked, scratched, or heavily stained or when new counter tops are required, new sinks and faucets may be provided. All new sinks must be vented as prescribed by the 2015 International Plumbing Code. New sinks must be a minimum of 20-gauge stainless steel or porcelain coated cast iron with a single or double bowl at least 8" deep. New faucets must be a Moen cartridge type faucet with single ADA compliant handle or approved equal. Finish options for the faucet are either chrome or brushed nickel finish, selection by rehabilitation specialist.

**Garbage Disposal:** All kitchen sinks will be equipped with a minimum ½ hp garbage disposal properly installed in accordance with the 2015 International Plumbing Code and the 2014 National Electric Code.

**Stoves, Refrigerators and Fans:** Stoves, either gas or electrical, should be inspected. Defective or missing eligible appliances may be replaced with EnergyStar rated appliances. EnergyStar requirement may be deleted if physical space constraints are such that an EnergyStar appliance is not produced or available. All units must have a safe, operational stove with four burners, a refrigerator with at least 18 cuft. Optionally, an exhaust fan capable of providing at least 100 cfm of intermittent ventilation may be installed. Stoves, refrigerators, and/or exhaust fans greater than ten-years old may be replaced for longevity and energy efficiency.

**Dishwasher, Clothes Washer and Dryer:** Dishwashers, if existing, may be replaced if defective. At the Director's option, HOME funds may be used for non-luxury, Energy Star rated appliances to include a low-water use clothes washer, a dryer with a moisture sensor auto shut-off, and/or an Energy Star rated low-water dishwasher may be provided.

At a minimum, all single-family homes will contain: for the connection of a clothes dryer, a 30 Amp - 220V electrical dryer receptacle or appropriate gas piping and a 4" vent piped to the exterior of the home; for the operation of a clothes washer, a 20 Amp - 110V receptacle (ground fault protected receptacle if located within six feet of a sink or laundry tub), ½" hot and cold water supply lines with shut-offs securely mounted to an adjacent wall. Washer shall also have and a 2" (min.) drain with a trap seal and a minimum 18" high standpipe properly connected to the drain, waste, and vent system of the home; and if existing, for the operation of a dishwasher, a 20 Amp - 110V receptacle, a ½" hot water supply with a shut-off valve, and a drain properly connected to the drain, waste, and vent system of the home is required. All appliances, plumbing, and electrical shall be installed in accordance with the 2015 International Building/Residential Code,

International Plumbing Code, International Mechanical Code, and the 2014 National Electrical Code.

**Appliance Requirements:** When specified in the Work Write-Up, Contractor will supply and install a 30" self-cleaning gas or electric range.

1. Natural gas range must have electronic ignition; no standing pilot range will be accepted. Range must have four coil-type cooktop burners with a minimum oven capacity of 5 cuft.
2. Minimum of 40 Amp - 220V Electric range with four coil-type cooktop burners with a minimum oven capacity of 5 cuft.
3. Rehab Specialist to select range from within a \$750 allowance.
4. When specified, Contractor will provide and install an 18 cubic ft. or larger frost-free EnergyStar rated refrigerator. Color choice by rehabilitation specialist.
5. Refrigerators without an icemaker are preferred; however, based on appliance availability units with an icemaker will be accepted. Plumbing for icemakers is not an eligible expense under the HRP. Rehab Specialist to select refrigerator from within a \$1100 allowance.
6. 220V Electric or natural gas dryer shall have a maximum of 7 cuft capacity. Rehab Specialist to select dryer from within a \$800 allowance.
7. Contractor will install all necessary gas piping, gas flex, shut-off valve, etc., as to complete new installation for all gas range and dryer replacements.
8. Contractor will install all necessary water piping, shut-off valve, etc., as to complete new installation for dishwasher.
9. Any appliance replacement will be specified in work write-up and must be approved by the Rehabilitation Manager.

### **Kitchen Floor Covering**

Worn flooring with uplifted tiles, missing tiles, and uplifted cracked areas, etc., require that new flooring be installed. The use of indoor, outdoor, or other carpeting is not permitted due to sanitation considerations. These conditions will be addressed by installing vinyl sheet floor covering. All new flooring shall be, no-wax, sheet vinyl meeting FHA specifications for residential use. Vinyl sheet flooring will be selected by the rehabilitation specialist from maximum material allowance of \$25.00 per square yard. All new sheet vinyl shall be fully-adhered and installed on a minimum of ¼" luan underlayment nailed to the sub-floor using a minimum of 3d ring shank nails set 3" o.c. on the perimeter of the panel and 6" o.c. in each direction. Minimum sub-floor required is ¾" floor sheathing or 1x plank decking. Color and pattern to be selected by rehab specialist from standard color charts. Flooring to be level with surrounding floors, and all doors are to operate properly after installation of flooring.

### **Kitchen Wall Tile and Backsplash Areas**

When the backsplash area is decaying, the deteriorated area should be removed. Drywall and plaster finishes to be repaired in accordance with the Rehabilitation

Standards. Acceptable backsplash finishes are painted textured drywall, ceramic or glass tile, and metal sheathing, stamped or flat sheets, comprised of stainless steel, copper, or aluminum. Backsplashes in kitchens and above other sinks may also be required depending on the condition and layout of sinks and other plumbing.

### **Kitchen Lighting and Electrical**

Existing branch circuitry and wiring shall be safe and adequate the anticipated loads. For new wiring projects, 20 Amp GFCI protected receptacles will be required at all counter top locations. Receptacles located within the kitchen shall be serviced by at least two separate circuits. Separate and dedicated circuits shall service appliances. Arc fault and ground fault circuit breakers shall be installed where required by code. Minimum lighting in kitchens will consist of one lighting fixture in the kitchen cooking area and one lighting fixture in an adjoining eating/dining area, if the lighting is inadequate the use of additional fluorescent, compact florescent, or LED lighting is an acceptable alternative.

### ***Bathrooms***

Complete bathing and sanitary facilities shall be provided within each dwelling unit, consisting of water closet, tub or shower, and a lavatory (separate from the kitchen sink). A supply of hot water shall be provided to every tub, shower and lavatory, and cold water shall be supplied to all fixtures. Every bathroom in a dwelling unit shall be arranged to ensure privacy for the occupant, and arrangement of all fixtures shall provide for the comfortable use of all fixtures and permit at least a ninety (90) degree door swing. In addition, wall space shall be available for a mirror or medicine cabinet and towel bars.

**Specialist Note:** Bathroom additions are permitted only when no code-compliant facilities presently exist in the dwelling unit, when making accommodations for the disabled, or when bedroom additions are **required** to accommodate the size of the current occupant load.

### **Bathroom Sinks**

All existing faucets must provide hot and cold water and must be in good functioning condition. Shut-off valves at the water line connection are required. The sink must have a proper drain with P-trap and be properly vented as prescribed by the 2015 International Plumbing Code. When sinks are chipped, cracked, scratched, or heavily stained, a new sink and faucet will be provided. New sinks must be porcelain-coated cast iron or a one-piece acrylic top with a single bowl at least 6" deep. Color selection by owner or rehabilitation specialist. New faucets must be cartridge type faucet with ADA compliant handles or approved equal. Finish options for the faucet shall be chrome, selection by rehabilitation specialist.

### **Ventilation**

All bathrooms must have an operational window with window screen or a functional electric fan capable of intermittently ventilating the bathroom at a minimum of 50 cfm. The exhaust fan must directly vent to the exterior of the home. While not required, the rehabilitation specialist should strive to include an exhaust fan in the bathroom regardless of the presence of an operable window.

### **Bathroom Doors**

Bathroom doors must be at least 24-inches wide by 6 feet 8 inches in height. While a two-foot wide door is acceptable, the rehabilitation specialist shall strive to obtain a more standard opening of 32" to 36" in width. All doors shall be made from solid or hollow core materials, and have an ADA compliant doorknob locking from the inside of the bathroom. Replacement doors shall be a pre-hung unit with a hollow core door made from wood, masonite, MDF, or fiberglass.

### **Tub Enclosures**

All bath or shower facilities must have waterproof enclosures. They may not include brick, linoleum, floor tile, or other permeable materials. New enclosures can include ceramic tile or fiberglass molded enclosures and must extend 6' above the floor in all shower units. On baths that do not have showers, an adequate waterproof skirting must be provided, utilizing any of the above acceptable materials.

New tub and shower enclosures shall have solid wood blocking installed between or on top of the studs to secure and reinforce grab bars in locations identified by the Fair Housing Design Manual. New tiled tub or shower enclosures shall be installed with 4mil poly sheathing hung to the studs and a ½" cementitious backerboard fastened above the poly per manufacturer's recommendations using coated backerboard fasteners. Additional horizontal blocking or furring is required if the stud spacing is greater than 16" o.c.. Backerboard seams shall be filled with latex-modified thinset mortar and reinforced with a fiberglass mesh tape. New ceramic wall tile shall be set in latex-modified thinset adhesive, tile to be installed with a ¼" gap at the corners and the base or transition to be sealed with a mold resistant acrylic caulking, and all remaining joints grouted and sealed. Floor tile is NOT allowed on wall installations.

When new fiberglass tub and shower surrounds are installed Kohler Sterling Ensemble Tile tub and shower enclosures or Kohler Accord ADA adaptable enclosures are to be installed, or pre-approved equal.

### **Bathroom Flooring**

All bathroom flooring must be inspected at the base of the toilets to ensure that leaking is not occurring. When leaking has occurred and sub floor has rotted, the sub floor must be removed and sub flooring replaced. Whenever a toilet is removed for any purpose, new toilet wax-ring gaskets must be installed. Any flooring material that permits water

to seep into the subfloor is unacceptable. Carpeting in bathrooms is not an acceptable floor material.

Acceptable new flooring materials are ceramic tile or vinyl sheet flooring. Ceramic floor tile shall be set in latex/acrylic-modified mortar over a ¼" (min.) cementitious backerboard screw fastened to the sub-floor using coated fasteners approved by the backerboard manufacturer. 1/8" gaps between backerboard units shall be filled with thinset and reinforced with fiberglass mesh tape. All tile joints to be grouted and sealed. Color and bond pattern by the rehab specialist. All new vinyl sheet flooring shall be, no-wax, sheet vinyl meeting FHA specifications for residential use. Sheet vinyl to be fully-adhered to a minimum of ¼" luan underlayment nailed to the sub-floor using a minimum of 3d ring shank nails set 3" o.c. on the perimeter of the panel and 6" o.c. in each direction. Note, thicker underlayments may reduce the number of fasteners required. Color selection by owner or rehabilitation specialist. New floors shall be level with surrounding floors, and all doors are to operate properly after installation of flooring.

### **Medicine Cabinets and Mirrors**

Because children should be prevented from easy access to medicine, cabinets are required in most bathrooms. Mirrors must also be provided when they are not present.

### **Bathroom Lighting**

All bathrooms must have at least one light that can be switched from the inside. Lights switched from the outside generally do not need to be moved, unless rewiring to be conducted in the house. All receptacles must be GFI type in bathroom areas.

### **Bath Accessories**

Each bathroom must be provided with a towel rod, shower rod and toilet paper holder. Existing shower doors must be sanitary, constructed of tempered glass and in proper operating condition.

## ***Bedrooms***

**Minimum Bedroom Sizes:** The minimum size for a bedroom will be 7 feet by 10 feet, but larger sizes should be encouraged. When new construction is involved, minimum size will be 11 1/2 feet by 9 feet.

**Closets:** All bedrooms must have access to closets for storage of clothing. On existing housing, closets in adjoining hall areas are acceptable.

**Windows:** In addition to the door, all bedrooms shall have an egress window as required by code. Egress windows must be no more than 44 inches from the floor and permit at least 5.7 square feet of egress area. Windows must be operable, have locking

mechanisms, and screens installed. If there are living accommodations in a basement, an egress window is required.

**Doors:** All bedrooms must have a functional door that closes, which, preferably can be locked from the inside. The width must be at least 30 inches with 36" preferred. When new construction is undertaken, a 36-inch door should be considered. The door cannot have punctures or holes. New doors must have an ADA compliant doorknob locking from the inside of the bedroom. The door may be of hollow core material.

**Lighting:** All bedrooms must have one switch controlled light fixture or lamp with the switch located on the wall at the strike side of the door inside the bedroom.

**Outlets:** A minimum of two outlets is required in each bedroom. Additional receptacles may be added to permit coverage of the entire room by an appliance with a six-foot cord. Use of extension cords is discouraged and additional outlets should be provided whenever possible to avoid their use.

### *Electrical Systems*

All existing wiring and electrical equipment, where continued service is contemplated, shall not be a potential source of electrical hazard or ignition of combustible material. Where potential hazards are determined to be present, replacement of existing wiring and equipment shall be made and existing facilities that are inadequate to meet the present or anticipated demands shall be appropriately increased. The entire electrical system shall be inspected to the maxim extent possible and a judgment made as to its current condition. All replacement of existing wiring and upgrading of electrical equipment shall be done in strict conformance with the National Electrical Code.

1. Dwellings with aluminum wiring located within the branch circuits shall be rewired. Acceptable materials are ROMEX, UF, Armored Cable (AC), and THHN in EMT.
2. Electrical connections shall be made in a proper and safe manner in accordance with the 2014 National Electric Code. Permanently wired electric water heaters shall be supplied by properly sized conductors installed within metallic flex conduit where exposed. Exposed electrical cable serving the furnace shall be protected with flexible conduit and properly made connections. Termination of electrical supply conductors and conduit shall be by means of approved fittings.
3. Exposed cables or wires shall be replaced or protected to meet code.
4. Wiring shall be free of damaged insulation or damaged conductors. Fraying, cracking, charring, or brittle insulation on a cable shall be cause for replacement.
5. Those portions of any system not exhibiting good workmanship may be properly terminated and/or replaced in compliance with current code.
6. All electrical circuiting shall be of proper design and suitable for intended use, with over-current protection suitable for conductor ampacity.
7. All electrical outlets and switches must have tight cover plates.

8. Light switches to basement areas, particularly when there is an open staircase, must be double switched at the top and bottom of the stairs.
9. Exterior lighting at the front and back doors must be provided. These lights must be weather proof and switched from the interior at the entrance. Motion sensing security lighting is acceptable.

### **Service Entry and Equipment**

1. The size of the electrical service shall be adequate for the needs of the property after rehab completion and at a minimum meet the requirements of the 2014 National Electrical Code. If an electrical service is inadequate in ampacity to meet the electrical demand, either the service shall be upgraded to meet the new demands, or the electrical demand shall be reduced, if practical.
2. Each electrical service shall have a properly made ground that is either protected or rigidly affixed, in accordance with the 2014 National Electrical Code.
3. Means of disconnects must be provided for fixed electrical space heating units. Provisions for disconnect shall be in accordance with National Electrical Code.
4. New main electrical panels shall be, at a minimum, 100 Amps and adequately sized for the service and load. All services and distribution centers shall be safe, and free of excessive corrosion, debris, holes, uncapped knockouts, etc. Exterior panel boards enclosures shall be of UL listed, rain-tight design. The panel shall be soundly and properly attached to the wall. Damaged, outdated, unsafe or otherwise unsatisfactory panels shall be replaced with panels that comply with the current code.
5. Each electrical panel shall have a main disconnect and shall be properly grounded and bonded per the 2014 NEC.
6. Each electrical panel shall have adequate working clearances and located in acceptable area in accordance with the 2014 NEC.
7. All circuiting shall have overload protection in compliance with current code.
8. All residential properties with overhead electrical service should be to a mast 10 feet above the ground.

### **Branch Circuiting**

1. An adequate number of circuits to provide safe and functional distribution of power are required. Additions of circuits to property shall comply with current code. All circuit breakers shall be listed for use in the panel they reside.
2. Those properties having knob and tube wiring shall be rewired to comply with the 2014 National Electric Code.
3. All appliances shall have separate circuits properly rated for the equipment served.
4. A least two 20-Amp circuits shall service the kitchen.

### **General Lighting and Outlets**

1. At a minimum, each bathroom shall have a wall or ceiling mounted light, light switch, and one convenience outlet separate from the light fixture.
2. Each bedroom shall have at least 2 working duplex receptacles, properly installed and safe for use. If less than four receptacles are present in a room, adding additional receptacles would be an eligible program activity. All new or replaced receptacles shall be tamper-resistant and installed in accordance with the 2014 NEC requirements.
3. Backstab wiring connections to receptacles are NOT acceptable.
4. Each bedroom shall have at least one ceiling mounted light fixture with a wall-mounted switch, or one switch operated receptacle for the use of a table lamp.
5. Existing switches for interior lighting generally should be located on the strike side of the door on the interior of the room, and mounted approximately 46" above the floor. If adequate clearance on the strike side of the door is not available, alternate switch locations may be used. The proper relocation of switches or the addition of 3-way switches in hallways, stairs, or rooms with multiple-entry is an eligible activity. Improperly located switches in stairways are required to be relocated or added.
6. The kitchen shall have at least two 110-volt duplex outlets at counter top height. In an effort to modernize the housing stock, additional receptacles may be added in kitchen areas.
7. Appliances requiring 220 volts shall be connected to a 220-volt receptacle.
8. Where not present or present in a non-weather tight condition, exterior receptacles may be repaired to comply with the 2014 NEC, and up to two exterior receptacles with weatherproof covers suitable for use in wet locations may added in accordance with the code.
9. Where practical, sufficient exterior and security lighting may be provided.
10. Light fixtures shall have correct and proper fitting covers or diffusers.

### **Ground Fault Circuit Interruption**

1. At a minimum, ground fault circuit interrupters shall be installed in all bathrooms, exterior receptacles, and garage receptacles.
2. Receptacles located on islands or at kitchen counter top level shall also have ground fault interrupter protection.
3. Receptacles in laundry areas within 6' of a sink and receptacles serving a sump pump shall be GFCI protected.

### **Smoke Detectors**

In existing dwellings, not being re-wired, battery-operated smoke detectors shall be required in locations defined by the 2015 International Residential Code Section R313. In new construction or existing dwelling being re-wired, smoke detectors will be hard-wired and installed in accordance to the International Building/Residential Code and the 2014 National Electric Code.

### **Carbon Monoxide Detectors**

Carbon monoxide detectors are required in all dwellings with a fuel-burning appliance. In existing dwellings, a battery-operated carbon monoxide detector shall be required within 15' of all sleeping rooms. In new construction the CO detectors must be hard-wired according to the 2014 National Electric Code. All hard-wired CO detectors must have a battery back up. Multi-family units with a centralized alarm system may install a single alarm within 25' of the carbon monoxide source.

### **Low Voltage and Miscellaneous Systems**

1. Existing phone, LAN, television cable, and antenna cable must be in good condition. Damaged wiring may be repaired, replaced, or removed. Complete re-wiring projects may include phone wiring for two phone jacks and two cable/antenna jacks (cable service or antenna not provided by Rehabilitation Program).
2. Existing security systems must be in good condition and operable for the intended use. Nonfunctional systems may be removed.

### **Evaporative Coolers**

1. Evaporative coolers shall have an approved means of fused disconnect. Proper fusing shall be provided for pump and blower motors.
2. Cooler motors shall be of adequate size as determined by required number of air changes and shall function properly at all the speed settings for which it is designed.
3. A variable pitch sheave shall be installed and properly adjusted to limit current drawn by motor to within nameplate specifications.
4. Motors with excessive corrosion shall be replaced.

## ***Plumbing***

### **General**

1. Existing, replacement, and new piping shall be of approved materials.
2. When new plumbing lines or fixtures are being removed in a room or entire unit, new Plumbing Codes will be in effect for that room or dwelling unit.
3. All plumbing items shall operate without leakage or excessive noise, vibration, hammering, or chatter.
4. Piping shall be properly sized, installed, and supported.
5. Any damage to the structure from drilling, notching, cutting, hammering, etc., will be repaired to Rehabilitation Standards.
6. No plastic piping shall be exposed to sunlight unless listed for such installation.
7. Each dwelling equipped with facilities for a clothes washer shall have both hot and cold water supplied and drain shall be connected to an approved waste system and properly vented.

8. Faucets, drains, valves, piping and supply lines shall be leak-free, functionally adequate and in proper operating condition.
9. Plumbing repairs requiring installation of new fixtures shall be done with water conserving devices including low flow faucets, low flow showerheads and low flow toilets, where appropriate.
10. Installation or repair of unlisted plumbing or mechanical appliances is not acceptable.

### **Domestic Water Supply**

1. Each unit shall have a water supply, connected to a potable water source. If indicated on the Work Write-Up, water service lines will be replaced with a properly sized Type L copper water line. The water line may be replaced without current cause in any dwelling over 40 years of age where no record of replacement exists within the last ten years.
2. Repair or replacement of the water supply system must be demonstrably safe, sanitary, reliable and able to serve the needs of the occupants.
3. Acceptable replacement plumbing supply materials are: copper, PEX, and CPVC.
4. No unit shall have lead water-supply piping. The use of lead solder shall not be allowed for repairs or replacements.
5. Galvanized water pipe may be replaced with an acceptable material.
6. Multi-family residential buildings must be provided with backflow prevention devices on the water service, according to applicable code.
7. All new exterior hose bibs shall be provided with approved anti-siphon devices.
8. Pressure regulators may be installed where pressures exceed 80 p.s.i.
9. Piping must be protected from freezing.

### **Drain, Waste, Vent**

1. All existing waste lines shall be made from approved materials: Cast iron, PVC, ABS, or copper. Repairs to existing systems shall be completed with like or compatible materials, and all new DWV lines shall be made from Schedule 40 PVC.
2. The waste disposal system shall be connected to an approved public or private disposal system capable of handling the occupant load of the unit(s).
3. The system shall be free of leaks, damaged, or corroded pipe. Waste lines shall be free of blockage or gurgling.
4. New and existing waste systems must be properly vented. Vents considered to be inadequate or unsafe shall be replaced or repaired. Plumbing vents within 10' of an evaporative cooler must be at least 1' taller than the evaporative cooler.
5. Clean-outs are to be installed in accordance with the 2015 International Plumbing Code, a determination shall be made regarding the need for additional clean-outs for the waste disposal system.
6. Waste disposal systems shall be free of health hazards or unsafe conditions.
7. The waste lines shall provide a functional plumbing vent, a trap, and leak free connections to the waste disposal system.

8. All vent stacks must be at least one foot above the roof and appropriately sealed to prevent infiltration of water.

### **Gas**

1. All new, repair, and replacement of gas installations shall be with proper materials and in accordance with the 2015 International Plumbing Codes.
2. New and existing natural gas piping must be inspected by the Rehabilitation Specialist, and if deemed warranted, pressure tested for leaks. Acceptable natural gas piping materials are: black steel pipe or corrugated flexible stainless steel tubing (CSST).
3. The main gas shut-off shall be in good operating condition and free of leaks.
4. All gas meters located on the inside of the unit must be moved to the outside of the unit.
5. Flexible gas supply connections shall be properly sized in accordance with the 2015 International Plumbing Code and shall not exceed 3' in length. Range and Dryer connectors are permitted to be longer, but must be sized in accordance with the code.
6. Flexible gas supply connections shall be appropriately sized and sealed.

### **Fixtures**

1. Individual sinks, toilets, clothes washers, and other plumbing devices shall have individual water supply shut-offs.
2. Any plumbing fixtures found substandard must be repaired or replaced.
3. When selecting fixtures consideration should be given to the elderly or handicapped individuals requiring faucet knobs and toilet handles.
4. New faucet fixtures will be of 2.5 gal. per minute maximum and new toilets will be 1.6 gal. per flush, maximum.
5. All kitchens shall have a sink and faucet, in proper operating condition with hot and cold running water, a P-Trap properly connected to the DWV system.
6. Every bathroom shall be in good operating condition with a hot and cold water supply.
7. Faucets shall be free of leaks and drips.
8. Sinks shall be free of excessive cracking, chipping or other damage that makes cleaning difficult or hazardous.
9. The plumbing shall be free of leaks in supply lines and sewer connections.
10. Every unit shall be supplied with a sufficient amount of hot water at 120° F. at all taps to serve the occupant load of the property at peak demand times.
11. Water heaters shall be properly vented.
12. Water heater unit must be located inside the unit or within an enclosure properly protected from the weather.
13. Each water heater shall have a properly installed, approved temperature/ pressure relief valve with a 3/4" drain line of either copper or CPVC materials installed to comply with current code.

14. The water heater shall have a rigid and properly supported floor or platform under it.
15. Solar water heating devices may be considered on a case-by-case basis.
16. Water heaters lacking a cold water supply shut-off shall have the shut-off installed.
17. Water heaters over five years old may be replaced. For energy efficiency, a tank-type water heater may be replaced with a Rinnai tankless water heater.
18. New water heater to be an energy saver, ASHRAE STANDARDS 90-75 approved.
19. When a backflow preventer is installed on the supply line before a tank-type water heater, the water heater must have an expansion tank.

## ***Mechanical Systems***

### **General**

1. Where practical, cooling should be provided from evaporative coolers. Refrigeration units may be used in situations where sound attenuation is needed, where it is determined to be more practical due to construction constraints, and when providing housing for special populations, or in keeping with the existing improvements of the unit or the surrounding area. At a minimum, all existing refrigeration units shall be inspected and serviced if required.
2. Air conditioning units shall be capable of cooling each cooled room to a temperature 25 degrees below ambient outside temperature at a level 5' above the floor. New air conditioning units shall have a SEER rating of 15 or higher.
3. Filters shall be secure, clean, and large enough to pass sufficient re-circulating air to make the unit operate properly.
4. Heat pumps used as cooling devices shall perform to the same standards as refrigeration and heating units described herein.
5. Heating units, air conditioning units, and evaporative coolers shall be free of corrosion and water damage.
6. Equipment housings and access panels must be intact and properly secured/installed. No exposed electrical connections, belts, pulleys, or blowers shall be allowed.

### **Heating**

1. Every furnace shall, at a minimum, shall be inspected, cleaned and serviced if required, and certified to be safe, operable and adequate. Units with a standing pilot or units with an expected life span of less than five years may be replaced. Units with an AFUE rating of or below 80% efficient may be replaced.
2. Inadequate forced air heating systems are to be replaced with a new two-stage, variable speed forced-air heating system providing a minimum AFUE of 90% efficiency.
3. Inadequate boiler systems may be replaced with a new hydronic boiler with a minimum AFUE rating of 84% efficient. System to be divided into appropriate zones to maximize efficiency. Boilers left in place shall be inspected and certified to be safe, operable, and adequate.

4. Boilers with a standing pilot or boilers with an expected life span of less than five years may be replaced.
5. Ductless Heaters or hydronic air handlers may be used to service efficiency units and remote rooms in single-family dwellings when it is deemed to be more cost effective.
6. Each forced air unit shall have a filter. Filters shall be clean, secure, and capable of passing enough air to allow the unit to heat properly.
7. Each unit replaced shall have a programmable thermostat installed.
8. Air handlers shall be quiet, well balanced, and clean.
9. The heat exchanger shall be in good condition. Excessive corrosion, soot, chemical deposits, cracks, back drafting or other evidence of heat exchanger failure may be cause for replacing the unit. At a minimum, the heat exchanger shall be inspected, serviced if required, and certified to be safe, operable, and adequate.
10. All heating elements shall all be connected to a power source and functioning properly.
11. Where practical, wall furnaces, which are the main source of heat for the unit, shall be replaced with a Rinnai Ductless Heater, a Rinnai hydronic air handler, or other approved central heating equipment. All operable conventional wall furnaces located in bedrooms shall be replaced with approved heating equipment.
12. Un-vented gas heaters are not acceptable, and shall be properly ventilated, or replaced with a listed appliance.
13. No fuel appliance shall obtain combustion air from a sleeping area.
14. All heating devices, pellet stoves, and wood burning heaters shall be of an approved type.
15. Solar heating systems may be considered on a case-by-case basis.

### **Combustion Air**

1. Gas furnaces and water heaters shall have sufficient combustion air. In no case shall a proper volume of combustion air be dependent on a door, a window, or any other opening which is prepared for easy closing.
2. Newly installed or repaired gas furnaces and water heaters dependent on infiltration for combustion air, shall have available at least 50 cubic feet of room volume per 1000 btu/hour of aggregate input rating.
3. Combustion air ducts and openings shall not connect an appliance enclosure to an area where the operation of a fan or dryer will restrict combustion air supply or natural gravity venting.
4. Furnaces or water heaters enclosed in spaces too small to provide combustion air by infiltration shall be provided with air in accordance with the 2015 International Residential Code and the 2015 International Mechanical Code.
5. Fuel fired appliances shall not obtain combustion air from sleeping rooms, bathrooms, and toilet rooms.

6. Furnace enclosures shall be enclosed in a manner that prevents any intermingling of combustion air with the re-circulating air. Furnace enclosure doors, which open inside the building, shall be free of gaps.
7. Each furnace enclosure shall be free of damaged or incomplete walls, floor, or ceiling, which in any way allow communication of air from the enclosure to the home.

### **Wood and Coal Stoves**

Existing wood stove installations will have safe clearances from combustible surfaces in accordance with the 2015 International Building/Residential Code and the 2015 International Mechanical Code. Protective floor, wall, and ceiling coverings will be provided as necessary. Floor system must have structural capacity to support the stove and a hearth with a 4" minimum thickness. Flues will be safe, properly sized, and clean. Wood stoves not meeting these requirements shall be repaired or removed. All coal stoves shall be removed.

### **Ventilation**

1. Each bathroom shall be ventilated by the means of an operable window or an exhaust fan vented to the exterior of the dwelling and capable of providing 50 cfm of intermittent ventilation.
2. Kitchen cooking areas shall be provided ventilation via a ventilation hood capable of providing 100 cfm of intermittent ventilation. Unit may be equipped with listed ductless range hood re-circulating air through a charcoal filter or vented directly to the exterior of the dwelling.
3. Ventilation devices not in good operating condition shall be repaired or replaced.
4. Exhaust hoods or fans and filters must be in sanitary condition.

### **Air Conditioning**

1. Existing refrigeration units shall be serviced and certified in good working condition by a licensed mechanical contractor qualified as an air conditioning technician. When substantially rehabilitating a unit, the refrigeration unit shall be free of leaks and have a life expectancy of 5 years or more. Heavily corroded components and excessive energy usage are not acceptable and shall be repaired or replaced based on the largest ratio of cost/energy efficiency/life expectancy.
2. Refrigeration units under the drip line of roofs, or under the discharge of rain gutters or canales shall be moved or protected from excessive run-off on the unit.
3. Condensate drain lines shall be properly drained to avoid damage to the property. Roof units shall drain away from the roof in a manner that shall not damage the roof or structure.
4. Heat exchange fins shall be in good condition. The compressor shall be free of excessive debris. The unit shall be free of excess debris, vegetation or any obstruction that prevents the free circulation of air around the unit.

### **Evaporative Coolers**

Evaporative coolers used as the only cooling source shall be capable of changing the air in a unit at a rate of once every two minutes. Existing coolers, in repairable condition but not capable of meeting this requirement, shall be replaced. Evaporative coolers may not be used in conjunction with dehumidifying type units.

1. When substantially rehabilitating a unit, the cooler shall be free of leaks and have a life expectancy of 5 years or more. Heavily corroded cabinets may be cause for replacement.
2. Each cooler cabinet shall have all pad-frames and a means of fastening pads in each frame securely enough to prevent sagging.
3. Each cooler shall be level and have a water distribution system capable of delivering enough water to each pad to create run-off along the bottom of the entire pad. Plugged distribution lines, or occluded water troughs shall be cleaned. The water distribution system shall be free of leaks, including the attachments at the pump.
4. All coolers shall have at a minimum a dedicated ¼" PVC water line. The connection to the dwellings water supply should be located on the exterior of the dwelling. Water supply shall have its own separate shut-off and a self-regulating valve for maintaining the amount of water needed.
5. The pump shall be capable of providing a reserve of water in each of the water distribution troughs when the troughs are clean and functioning properly.
6. Fan belts, bearings, squirrel cage or blower shall be in good operating condition.
7. Blower shall be balanced and capable of quiet operation and contain a two-speed motor.
8. Cooler should be controlled by thermostat centrally located within the unit.
9. Evaporative cooler should be accessible for inspection, service, and replacement without removing any permanent construction.

## General Conditions of the Contract

### *Article 1. Definitions and General Requirements*

- 1.1 The Owner** is the person or organization identified as such in the Contract Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. For Owner-Occupied Rehabilitation the term Owner means the Owner or his authorized representative. For Acquisition Rehabilitation the term Owner refers to the City of Pueblo.
- 1.2 The Agency** shall mean the entity is administering the residential housing rehabilitation program under which the work herein is financed and means the City of Pueblo, a Municipal corporation.
- 1.3 The Director** shall mean the Director of the Agency or his authorized designee. Where the Agency is the City of Pueblo, the Director shall mean the Director of the Department of Housing and Citizen Services of the City of Pueblo or his/her authorized designee.
- 1.4 The Contract or Contract Documents** consist of the Contract Agreement, the General Conditions, the Rehabilitation Standards, the Drawings, if any, the Work Write-Up, the Information for Bidders, the Advertisement for Bids, Special Conditions and all forms and certificates required by the Contract Documents, all Addenda issued prior to execution of the Contract Agreement, and all modifications thereto. A modification is (1) a written amendment to the Contract and is signed by both the Owner and the Contractor for owner-occupied rehabilitation projects. For projects involving acquisition and rehabilitation, a written amendment to the Contract is signed by both the Director and the Contractor, (2) a written change order, or (3) a written order for minor change in the work issued by the Owner and approved by the Agency. A modification may be made only after execution of the Contract.
- 1.5 Entire Agreement:** The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 1.6 The work** shall mean the entire improvement and work contemplated and to be contracted pursuant to the Contract. The Work includes all materials, labor, supervision and use of tools necessary to complete the Work in full compliance with the terms of the Contract.
- 1.7 Proposal Form:** The description of the work contained in the Proposal Form (including the Work Write-Up) shall take precedence over the General Conditions

when there is a conflict. All work indicated in the Proposal Form is to be performed in a good and workmanlike manner and in accordance with all applicable building codes. Any thing required by the plans or drawings shall be deemed required under the Project Specifications, and any thing required in the Project Specifications shall be deemed required under the Drawings or Plans. All work indicated in the Project Specification shall be performed in accordance with the Rehabilitation Standards. Where "repair" of an existing facility is called for by the Contract, the facility is to be placed "similar" and 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.

- 1.8 The Drawings** (if any) are diagrammatic only, illustrating the general intention of the Owner and may not show all of the work required to be performed by Contractor.
- 1.9 The Contractor** is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.
- 1.10 By Executing the Contract** the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents.
- 1.11 Written Interpretations** necessary for the proper execution or progress of the Work, in the form of drawings or otherwise will be issued with reasonable promptness by the Director. Such interpretations shall be consistent with and reasonably inferable from the Contract Documents, and may be effected by Field Order.

## *Article 2 – Owner Occupied Rehabilitation Program; Director’s Authority*

- 2.1 Nothing Contained** in the Contract Documents shall create any contractual relationship between the Agency on the one hand and the Owner or the Contractor on the other. The Owner and the Contractor agree that the Agency shall not be in any way liable for the negligence, breach or failure to perform on the part of the Owner or the Contractor. It is expressly understood that the role of the Agency is limited to the statutory requirements of the Community

Development Block Grant Program, the Home Investment Partnership, or similar federal program, whichever may be applicable, and its responsibility thereunder for undertaking such programs. The Agency will advise and consult with the Owner, and all of the Owner's instructions to the Contractor shall be issued through the Director.

- 2.2 **All Contracts** and/or agreements with the Owner are subject to approval of the Director, and all agreements between Owner and Contractor must be in writing, and approved by the Director prior to the time of performance.
- 2.3 **The Director** shall decide all questions, which may arise as to the fulfillment of the Contract on the part of the Contractor, and his/her decision thereon shall be final and conclusive. He shall have authority to reject all work and materials, which do not conform to the Contract, and to decide questions, which arise in the execution of the work.
- 2.4 **The Director** shall, upon presentation to him/her, make decisions in writing on all claims of the Contractor or the Owner and all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. All such decisions of the Director shall be final and conclusive and shall be binding upon the Owner and the Contractor.

### *Article 3 – Contractor's Responsibilities*

- 3.1 **The Contractor Shall Carefully Study** and compare the Contract Agreement, Special Conditions, General Conditions of the Contract, Drawings, Work Write-Up, Rehabilitation Standards, Addenda, and Modifications and shall at once report to the Director any error, inconsistency or omission he may discover; but the Contractor shall not be liable to the Owner or the agency for any damage resulting from such errors, inconsistencies or omissions.
- 3.2 **The Contractor Shall Supervise** and direct the Work, using his best skills and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.
- 3.3 **The Contractor Shall Provide** and pay for all labor, materials, equipment, tools, construction equipment, machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work, unless otherwise specifically noted.

- 3.4 Workmanship Shall** be done in a good and workmanlike manner and in accordance with the standards of the several building trades.
- 3.5 Materials Shall** be new, in good condition, and of standard grade or better unless otherwise indicated in the Work Write-Up and all finished Work will be of good quality, free from faults and defects. Remanufactured, recycled, or "Green Products" in good condition of standard grade or better may be used if indicated in the Work Write-Up.
- 3.6 The Contractor Warrants** all Work and materials for a period of one year from the date of final acceptance of all the Work required by the Contract Documents. The Contractor shall furnish the Owner, c/o the Agency, with all manufactures and supplies written guarantees and warranties covering materials and equipment furnished under the Contract.
- 3.7 The Contractor** shall not be allowed any extra compensation by reason of any matter or thing concerning which he might have informed himself prior to the bidding. Misunderstanding as to the amount of work, grade or availability of materials or labor shall be no ground for failure to enter the Contract or fully perform same.
- 3.8 The Contractor** shall not, under any circumstances, cause or permit, in connection with the Work to be performed hereunder, the discharge, emission or release of any pollutant, contaminant or other substance in violation of any applicable laws, rules or regulations which are now or hereafter promulgated by federal, state, or local authorities. Contractor shall comply with all environmental requirements applicable to the Work performed under this Subcontract and shall be exclusively responsible for compliance with all hazardous waste laws, rules and regulations and the Resource Conservation and Recovery Act. "Hazardous Wastes" include all substances identified as such in 40 CFR Part 261 or other applicable laws or regulations. Contractor warrants full compliance and that it has obtained or will obtain or arrange for at its expense all necessary identification numbers, permits, applications and other things required in connection with the activities under this Contract. Contractor agrees that it will not store any hazardous wastes at the Project Site for periods in excess of ninety (90) days or in violations of the applicable site storage limitations imposed by laws, the Owner or Agency, whichever shall be more restrictive. Contractor further agrees that it will not generate any hazardous waste materials unless that fact was disclosed by it in Contractor's bid, and that in any case it will not permit any accumulation in excess of the small quantity generator exclusion of 410 CFR Part 261 as amended or as same may be amended. Subcontractor agrees to take at its expense all actions necessary to protect third parties, including without limitation, employees and agents of Owner, Contractor and Agency from an

exposure to, or hazards of, hazardous wastes or toxic substances generated or utilized in Contractor's operations.

- 3.9 If Fines** or legal costs are assessed against the Contractor by a governmental agency due to non-compliance by Contractor with any applicable laws or regulations, or if the Work of contractor, or any part thereof, is stopped by order of a governmental agency due to the Contractor's non-compliance with any such laws or regulations or is the Contractor's obligations under applicable laws and regulations, the Contractor will indemnify and hold harmless the Owner and Agency against any and all losses, liabilities, damages, claims, costs, and attorney's fees suffered or incurred, on account of the failure of Contractor to comply therewith.
- 3.10 Taxes:** The Contractor shall pay all sales, consumer, use and other similar taxes required by law.
- 3.11 The Contractor Shall Secure** at its expense all permits and licenses necessary for the proper execution and completion of the Work.
- 3.12 The Contractor Shall Perform** all work in conformance with all applicable building codes.
- 3.13 The Contractor Shall Be Responsible** to the Owner for the acts and omissions of all his employees and all Subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.
- 3.14 Contractor Agrees** that the Agency and the United States of America, or their designees shall be allowed at all reasonable time to examine and inspect the work being performed under these Contract Documents.
- 3.15 During the Performance of this Contract,** the Contractor agrees as follows:
- The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The Contractor will take affirmative action to insure that the applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, or national origin.
- 3.16 Repairs:** Prior to final completion of the Work, the Contractor shall remove all rubbish and debris from the site and clean and repair all of his work. Contractor shall also repair or replace any surfaces, furnishings, equipment or other items damaged by Contractor during performance of or as a result of his work under the Contract at no additional cost to Owner.

- 3.17 Correction of Work:** No payment or final payment to Contractor nor any provision of the Contract shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law.

#### ***Article 4 – Performance and Payment Bonds***

- 4.1** The Contractor shall execute and deliver performance and payment bonds, each in an amount at least equal to 100% of the Contract amount, as security for the faithful performance and payment of all contractor's obligations under the Contract Documents. These bonds shall remain in effect at least until one year after the date of expiration of all warranty periods. Contractor shall also furnish such other bonds as are required by these documents. All bonds shall be in the forms prescribed or provided with the Bidding and Contract Documents or Special Provisions and be executed by such sureties as are licensed to conduct business in the state of Colorado where the project is located, and are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. A certified copy of the authority to act must accompany all bonds signed by an agent. Premiums on the Bonds shall be paid by the Contractor.
- 4.2** If the Surety of any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in Colorado or it ceases to meet the requirements of Section 4.1, contractor shall, at its own expense, within five (5) working days thereafter substitute other bonds and surety, both of which shall be acceptable to the City.

#### ***Article 5 – Subcontractors***

- 5.1 A Subcontractor is** a person or organization who has a contract with the Contractor to perform any of the Work at the site.
- 5.2 Subcontractors** shall be bound by the terms and conditions of this Contract insofar as it applies to their work, but 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 Agreement. The Contractor shall only employ Subcontractors that are licensed by the City of Pueblo or the Pueblo Regional

Building Department. The Contractor shall not employ any Subcontractor or entity to whom the Owner or Agency has reasonable objection.

## *Article 6 – Miscellaneous Provisions*

- 6.1 Owner’s Right to Carry Out the Work:** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven days written notice to the Contractor and without prejudice to any other remedy he may have, correct such deficiencies. In such case an appropriate Change Order shall be effective, notwithstanding any refusal by Contractor to execute same. The Director must approve both such action and the amount charged to the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the contractor shall pay the difference to the Owner.
- 6.2 Access to Work:** Owner shall furnish access to Contractor and his Subcontractors during normal working hours for so long as this agreement is in effect.
- 6.3 Utilities (Owner-Occupied Rehabilitation Projects):** The Owner shall furnish at no cost to the Contractor electricity, heat and water if available on the site of the improvements for the purpose of making improvements as described in the “Contract documents”.

## *Article 7 - Time*

- 7.1 Definition:** Time is of the essence for the performance of all work required under the Contract Documents. The Contract Time is the period of time allotted in the Contract Documents for completion of the Work. The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Agreement.
- 7.2 Delays and Extensions of Time:** If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor’s control, the Contract Time shall be extended by Change Order for such reasonable time as the Director may determine. All claims for extension of time shall be made in writing to the Director no more than fifteen days after the occurrence of the delay, otherwise they shall be waived. In the case of a continuing cause of delay only one claim is necessary.

- 7.3 Notwithstanding Anything** in this Contract or rule or principle of law or equity to the contrary, Contractor shall not be entitled under any circumstances to receive or recover money damages for any delay, disruption or interference to his work on the project attributable to or occasioned by the Owner or Agency, regardless of whether such damages are foreseeable or not foreseeable. In the event the Contractor or the project is delayed or disrupted by Owner or the Agency, Contractor is entitled to a time extension for the period of such delay. The extension of time provided for herein is the only remedy available to the Contractor for delay occasioned by acts or omissions of the Owner and Agency.
- 7.4 Liquidated Damages** shall be assessed against Contractor for each and every calendar day of non-completion beyond the agreed to completion date as extended by any approved Change Orders. For contracts less than \$50,000, the amount of liquidated damages shall be \$100.00 per day; for contracts in excess of \$50,000, liquidated damages shall be \$250.00.

### *Article 8 – Protection of Persons and Property*

- 8.1 The Contractor Shall Be Responsible** for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- 8.2 The Contractor Shall Indemnify and Hold Harmless** the Owner and the Agency and their agents and employees from an against all claims caused in whole or in part by any negligent act or omission of the Contractor, and Subcontractor, anyone for whose acts any of them may be liable, regardless or whether or not it is caused in part by a party indemnified hereunder.

### *Article 9 –Insurance*

- 9.1** The Contractor shall obtain at his own expense all insurance which may be required by Federal, State, and City laws and as required herein. The Contractor shall not permit any subcontractor to commence work on this project until the same insurance requirements have been complied with by the Subcontractor. Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guarantee period.
- 9.2** The Contractor shall furnish satisfactory proof of insurance coverage to the Director before work on the project may be started. Each policy or certificate will bear on endorsement or statement that cancellation or reduction in coverage

- may not be made unless thirty (30) calendar days advance written notice is given to the Director delivered by registered mail. Neither the Contractor nor any Subcontractor shall commence work under this Contract until it has submitted the certificates covering all insurance required.
- 9.3** The insurance coverages enumerated herein constitute the minimum requirements and nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.
- 9.4** The types of insurance the Contractor is required to obtain and maintain for the life of the Contract shall be Workmen's Compensation Insurance, General Liability Insurance, Business, Automobile Liability Insurance, and Builder's Risk Insurance all as more specifically detailed hereafter. The Contractor shall procure and maintain at its own expense any additional kinds of insurance and in amounts that may be necessary for its protection in the prosecution of the Work.
- 9.5** All insurance shall be underwritten by insurance companies authorized to transact business in the State of Colorado.
- 9.6** The Contractor shall secure and maintain during the life of this Contract Workmen's Compensation Insurance including Occupational Disease Provisions covering the obligations of the Contractor in the accordance with the provisions of the Workmen's Compensation Act, as amended, of the State of Colorado, for all of its employees employed at the site of the project and, in case any work is sublet, the Contractor shall require each subcontractor similarly to provide Workmen's Compensation Insurance for their employees unless such employee is covered by the Contractor. In the event any class of employees engaged in hazardous work under this Contract at the site of the project is not protected by Workmen's Compensation statute, the Contractor shall provide and similarly shall cause each subcontractor to provide, special insurance for the protection of such employees not otherwise protected.
- 9.7** The Contractor and any subcontractor doing work at the site shall secure and maintain during the life of this Contract such General Liability Insurance issued to and covering the liability of the Contractor with respect to all work performed by it under the Contract, to be written on a Commercial General Liability policy form CG 00 01 with a Combined Single Limit of liability of no less than \$600,000 for all damage arising out of personal injury, or damage to or loss of property. The insurance shall include completed operations, contractual liability covering the indemnity agreement, and broad form property damage.

**9.8** The Contractor shall also provide Comprehensive Automobile Liability Insurance effective during the period of the Agreement, and for such additional time as work on the Project is being performed, written with limits of liability for injury to one person in any single occurrence of not less than \$150,000 and for any injury to two or more persons in any single occurrence of not less than \$600,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Contractor from any and all claims arising from the use both on and off the Project site of motor vehicles, including any automobiles, trucks, tractors, backhoes and similar equipment whether owned, leased, hired or used by Contractor.

**9.9** The insurance policy *shall not exclude* coverage for the following:

Injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to grading of land, excavating, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work, or caisson work; or to moving, shoring, underpinning, raising, or demolition of any building or structure, or removal or rebuilding of any structural support thereof.

Injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading land, paving, excavating, or drilling, or injury to or destruction of property at any time resulting therefrom.

**9.9** The Contractor shall secure and maintain during the life of this Contract, Builder's Risk "All Risk" completed Value Insurance coverage (including vandalism endorsement) upon 100% of the cost of the entire project which is the subject of this Contract and including completed work and work in progress. Such insurance shall include as additional named insureds the Owner and the Agency and each of their officers, employees and agents.

## ***Article 10 – Changes in the Work***

**10.1 Change Orders:** The Owner, with the approval of the Director without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order.

**10.2 A Change Order is a Written Order** to the Contractor signed by the Owner and approved by the Director, issued after the execution of the Contract, authorizing

a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order.

**10.3 The Cost or Credit** to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

- a) By mutual acceptance of a lump sum properly itemized;
- b) By unit prices stated in the Contract Documents or subsequently agreed upon;
- c) By cost and a mutually acceptable fixed or percentage fee.

**10.4 No additional compensation** for any extra, additional or other work will be paid to Contractor unless such work was authorized by written Change Order.

### *Article 11 – Correction of Work*

**11.1 The Contractor Shall Promptly Correct** all work rejected by the Director as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

**11.2 If, Within One Year After The Date of Substantial Completion** or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly or after receipt of a written notice from the Owner to do so unless the Owner has previously give the Contractor an express written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition.

**11.3 The Contractor Shall** bear the cost of making good all other work and property destroyed or damaged by such removal or correction.

### *Article 12 – Termination of the Contract*

**12.1 Termination by the Contractor:** If the Work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty (30) days

by the Contractor due to the Owner's failure authorize payment as provided in the Agreement, then the Contractor may, upon the seven days (7) written notice to the Owner and the Director, terminate the Contract and recover from the Owner payment for all satisfactory Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and overhead.

- 12.2 Termination by the Owner:** If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or other wise breaches a material provision of the Contract Documents, then the Owner, upon certification by the Director that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor seven days (7) written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case, Contractor shall be and remain liable for all costs of completion and any payments otherwise due to the Contractor shall be withheld pending final completion of the Work.

### ***Article 13- Project General Requirements***

**13.1 Surface and Subsurface Conditions:**

- a) Existing construction, grades, locations and construction of existing utilities and improvements and other data regarding existing conditions are not guaranteed. Such information if furnished is only for the convenience of Bidders and Bidders are responsible for fully investigating all conditions, which may affect the Work. The failure of Contractor to discover any condition that may affect the Work shall in no way relieve the Contractor from any requirements of the Contract Documents.
- b) Information concerning subsurface materials must be obtained by the Bidder.

- 13.2 Limits of Construction:** Construction shall be limited to the area within the property lines, except for utilities and drives as called for in the Work Write-Up.

**13.3 Access to Site:** All materials shall be taken in and out only over roads or other locations as approved by the Director and not over sidewalks or lawns unless same are satisfactorily protected.

**13.4 Existing Underground Utilities:**

- a) Contractor shall verify with utility companies the exact location and extent of their underground work before starting operations. Contractor shall comply with utility company regulations in performing the Work.
- b) Active underground utilities shall be adequately protected from damage and if damaged shall be immediately repaired. Contractor shall remove and relocate utility lines only as described in the Work Write-Up. If other active utility lines are found to exist, Contractor shall protect same to allow continuous service.
- c) Inactive or abandoned utilities shall be removed for a distance of not less than three (3) feet from outside line of building unless other wise required by regulations. Ends shall be capped or plugged. There will be no adjustment of Contract Price for work performed due to inactive or abandoned utilities.

**13.5 Layout Work:**

Contractor shall establish a bench mark, when required, and maintain it during construction. All grades and levels for work shall be established by Contractor and shall be referenced to this benchmark.

Contractor shall be responsible for locating and layout of the work including setting and maintaining batter boards for location of principal lines and reference points necessary for laying out all of the work. Contractor shall exercise proper precaution to verify figures shown on drawings while laying out work and be responsible for all errors resulting from failure to exercise such precaution.

Each trade shall lay its work to interfere as little as possible with location of work of other trades. Contractor shall notify the Director of all discrepancies and conflicts discovered during layout work and proceed as directed.

**13.6 Dimensions of Drawings (if any):** All figures on plans indicate rough construction with no allowances for finish of any kind, except dimensions of details which are to finish work. Scaling on drawings for dimensions or locations of materials or equipment will not be accepted.

- 13.7 Measurements:** Before ordering any material or doing work, Contractor shall verify all measurements at building and be responsible for correctness of same. No extra charge or compensation will be allowed on any difference between actual dimensions and measurements indicated on drawings.
- 13.8 Storage and Use of Materials and Equipment:** Contractor shall store and handle material and equipment so as to prevent damage affecting appearance of performance of material, equipment or finished work. Any damaged material or equipment damaged shall not be used.
- 13.9 Cleaning Up at Completion:** In addition to all other requirements of the Contract Documents, the Contractor shall do the following cleaning up: Remove putty stains and paint from all glass and wash and polish same. Remove scratched glass and replace with new glass. Remove all marks, stains, fingerprints and other soil or dirt from all painted and decorated work or repaint the entire area to that color. Clean and polish all hardware for all trades, including removal of all stains, dust, dirt, paint, etc., upon completion. Remove all spots, soil and paint from carpet. Clean all fixtures and equipment, removing all stains, paint, temporary protective coatings, dirt and dust. Remove all temporary protections. Upon completion of the work, remove all debris and waste materials resulting from his work. Leave the premises in broom clean condition. Wax and polish all new flooring accordance with manufacturer's recommendations.

## ***Article 14 – Lead Based Paint***

- 14.1 Lead Based Paint:** Any grants or loans for the rehabilitation of residential structures with assistance from the Department of Housing and Urban Development shall include provisions for the elimination of lead based paint hazards under HUD Lead-Based Paint regulations 24 CFR Part 35. The Agency shall provide the inspections and certifications required under said Part 35.

## ***Article 15 – Other Requirements***

- 15.1 Copeland Act:** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874; and Title 40 U.S.C. Section 276c) and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts subject thereto, and shall be responsible for the submission of affidavits required of subcontractors thereunder, except as said Secretary of

Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

Whoever, by force intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

## **15.2 HUD Section 3 Requirements**

The provisions of the Section shall apply to all covered contracts as provided in 24 CFR Part 135. As used herein, the term "contractor" shall mean the party entering into this agreement with the City of Pueblo, and the term "contract" shall mean this agreement, regardless of any other term or phrase by which it may be called.

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1710u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- to very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number of job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking

applications for each of the positions; and the anticipated date the work shall begin.

- d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

**15.3 Equal Employment Opportunity:** In connection with the performance of this Agreement, neither Consultant nor its consultants shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or age. Consultant shall endeavor to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, disability or age.

**15.4 STATE-IMPOSED MANDATES PROHIBITING ILLEGAL ALIENS FROM PERFORMING WORK**

- a. At or prior to the time for execution of this Contract, Contractor shall submit to the Agency its certification that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Contractor will participate in either the "E-Verify Program" created in Public Law 208, 104<sup>th</sup> Congress, as amended and expanded in Public Law 156, 108<sup>th</sup> Congress, as amended, that is administered by the United States Department of Homeland Security or the "Department Program" established pursuant to §8-17.5-102(5)(c) C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

- b. Contractor shall not:**
  - i. Knowingly employ or contract with an illegal alien to perform work under this contract;
  - ii. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- c. The following state-imposed requirements apply to this contract:**
  - i. The Contractor shall have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or Department Program.
  - ii. The Contractor is prohibited from using either the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.
  - iii. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to:
    - A. Notify the subcontractor and the Director within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
    - B. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (c)(III)A. above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
  - iv. The Contractor is required to comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter referred to as "CDLE") made in the course of an investigation that CDLE is undertaking pursuant to its authority under §8-17.5-102(5), C.R.S.
- d. Violation of this Section 12 by the Contractor shall constitute a breach of contract and grounds for termination. In the event of such termination, the**

Contractor shall be liable for Client's actual and consequential damages.

- e. As used in this Section 15, the term "subcontractor" shall mean any subcontractor or consultant of Contractor rendering services within the scope of this Contract.

**15.5 PERA LIABILITY:** Contractor shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing services under this Contract. The Contractor shall fill out the supplied questionnaire attached as Exhibit to Contract and submit the completed form to Purchasing Agent as part of the signed Contract.

### ***Article 16 – Conflict of Interest – Applies to All Rehabilitation Contracts***

**16.1** The Work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirement of 24 CFR Part 570 §611.

No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

Grantee's officers, employees and agents shall never solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors, and additionally, shall be governed in their actions by the standards of conduct described in Title VI of the 2016 Code of Ordinances of the City of Pueblo.

### **16.2 SOLE SOURCE GOVERNMENT CONTRACTS; LIMITATIONS UPON CAMPAIGN CONTRIBUTIONS**

- a. Section 15 of Article XXVIII of the Colorado Constitution is hereby incorporated into this contract by reference. Sections 15 and 17 of Article XXVIII of the Colorado Constitution provide as follows:

**Section 15:** Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, contract holders shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the contract holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.

**Section 17:**

1. Every sole source government contract by the state or any of its political subdivisions shall incorporate article XXVIII, section 15, into the contract. Any person who intentionally accepts contributions on behalf of a candidate committee, political committee, small donor committee, political party, or other entity, in violation of section 15 has engaged in corrupt misconduct and shall pay restitution to the general treasury of the contracting governmental entity to compensate the governmental entity for all costs and expenses associated with the breach, including costs and losses involved in securing a new contract if that becomes necessary. If a person responsible for the bookkeeping of any entity that has a sole source contract with a governmental entity, or if a person acting on behalf of the governmental entity, obtains knowledge of a contribution made or accepted in violation of section 15, and that person intentionally fails to notify the secretary of state or appropriate government officer about the violation in writing within ten business days of learning of such contribution, then that person may be contractually liable in an amount up to the above restitution.
2. Any person who makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.
3. The parties shall agree that if a contract holder intentionally violates section 15 of section 17(2), as contractual damages that contract holder shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions,

for three years. The governor may temporarily suspend any remedy under this section during a declared state of emergency.

- 4.** Knowing violation of section 15 or section 17(2) by an elected or appointed official is grounds for removal from office and disqualification to hold any office of honor, trust or profit in the state, and shall constitute misconduct or malfeasance.
  - 5.** A registered voter of the state may enforce section 15 or section 17(2) by filing a complaint for injunctive or declaratory relief or for civil damages and remedies, if appropriate, in the district court.
- b.** This section applies only to sole source government contracts and does not apply to any contract, which used a public and competitive bidding process in which the City solicited at least three bids prior to awarding the contract.
  - c.** Contractor certifies, warrants, and agrees that it has complied and will comply with Colorado Constitution Article XXVIII, including but not necessarily limited to the following prohibitions and obligations:
    - 1.** If during the term of the contract, Contractor holds sole source government contracts with the State of Colorado and any of its political subdivisions cumulatively totaling more than \$100,000 in a calendar year, then for the duration of this contract and for two years after, Contractor will not make, cause to be made, or induce by any means a contribution, directly or indirectly, on behalf of contractor or contractor's immediate family member(s) for the benefit of any political party or for the benefit of any candidate any elected office of the State or any of its political subdivisions; and
    - 2.** Contractor represents that Contractor has not previously made or caused to be made, and will not in the future make or cause to be made, any contribution intended to promote or influence the result of a ballot issue election related to the subject matter of this contract; and
    - 3.** Contractor will satisfy contractor's obligations to promptly report to the Colorado Department of Personnel & Administration ("CDPA") information included in the CDPA's "Sole Source Government Contract Summary" and "Contract Holder Information" forms regarding this contract and any other sole source government contracts to which

contractor is a party, and shall contemporaneously provide a copy of such report(s) to City's Purchasing Agent; and

4. Contractor understands that any breach of this section or of Contractor's responsibilities under Colorado Constitution Article XXVIII may result in either contractual or constitutionally mandated penalties and remedies; and
  5. A Contractor that intentionally violates Colorado Constitution Article XXVIII, Section 15 or 17(2), shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions for three years; and
  6. By execution of this contract, Contractor hereby confirms it is qualified and eligible under such provisions to enter into this contract.
- d. The term "Contractor" as defined in the General Conditions, and shall include persons that control ten percent or more shares or interest in Contractor, as well as Contractor's officers, directors, and trustees. The term "immediate family member" shall include a spouse, child, spouse's child, son-in-law, daughter-in-law, parent, sibling, grandparent, grandchild, stepbrother, stepsister, stepparent, parent-in-law, brother-in-law, sister-in-law, aunt, niece, nephew, guardian, or domestic partner. All other terms and phrases used in this section shall have the meanings defined in Article XXVIII of the Colorado Constitution.
- e. In the event any provision of Article XXVIII of the Colorado Constitution is held to be unconstitutional or otherwise invalid by a court of competent jurisdiction in a non-appealable action, has been repealed retroactively or otherwise found to not apply to this contract or agreement, then the corresponding requirement or requirements of this section shall have no further force and effect, and shall not constitute a requirement of this contract, as of the date of such holding, declaration, repeal or determination.