

RESOLUTION 11-78

**A RESOLUTION TO APPROVE THE HOUSING REHABILITATION PROGRAM
POLICIES FOR TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY
DEVELOPMENT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT**

WHEREAS, the City of Spring Hill, Tennessee has been awarded the State of Tennessee "Small Cities" Community Development Block Grant Program; and

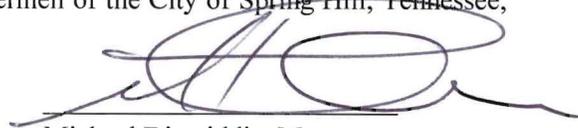
WHEREAS, the purpose of the grant is to rehabilitate low income, owner occupied houses in the New Town (Alex Drive/Duplex Road) section of Spring Hill, Tennessee.

WHEREAS, the City of Spring Hill is required to approve the Housing Rehabilitation Program Policies; and

NOW, THEREFORE, BE IT RESOLVED that the attached Housing Rehabilitation Program Policies be approved, attached and are a part of this Resolution; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that this Resolution shall take effect from and after its adoption, welfare demanding it.

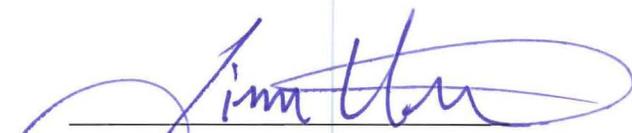
Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 15th day of August, 2011.


Michael Dinwiddie, Mayor

ATTEST:


April Goad, City Recorder

APPROVED AS TO FORM:


Timothy P. Underwood, City Attorney

REHABILITATION PROGRAM POLICIES FOR THE CITY OF SPRING HILL, TENNESSEE

INTRODUCTION

This rehabilitation plan sets forth the policies and procedures governing the operation of the City of Spring Hill, Tennessee, here after known as "the Community", housing rehabilitation project.

PURPOSE

This program will make available financial and/or technical assistance for the rehabilitation of all eligible substandard owner occupied housing units located in the target area. Rehabilitation work will correct deficiencies in the eligible home and make the units safe, sound and sanitary for their occupants.

AUTHORITY

The legal authority for this rehabilitation program comes from *GG-11-35303-00* with the Tennessee Department of Economic and Community Development , Public Law 93383 (the Housing and Community Development Act of 1974) as well as State and local laws.

CONDEMNATION

During the life of this CDBG program in the target area, no houses will be condemned and no persons will be forced to move permanently.

PROGRAM RESOURCES

The source of funds for the undertaking of rehabilitation activities is a grant in the amount of \$500,000.00 which the Community has been awarded by the State of Tennessee through the U.S. Department of Housing and Urban Development Small Cities Community Development Block Grant program.

APPLICABLE LAWS

The local governing bodies, contractors, sub-contractors, vendors and applicants for rehabilitation assistance are required to abide by a number of State and Federal laws, and may be required to sign documents certifying their compliance.

- The Civil Rights Act of 1974
- Executive Order 11246 concerning Equal Employment Opportunity
- Standards of Conduct of CDBG Recipients - Conflict of Interest
- Notice of Requirement of Action to Ensure Equal Employment Opportunity
- Standard of Equal Opportunity Construction Contract Specifications
- Certification of Non-Segregated Facilities for Contracts over \$10,000.00
- Title VI of Civil Rights Act of 1964 Provisions
- Section 109 of Housing and Community Development Act of 1974 Provisions
- Section 3 Compliance Provisions
- Age Discrimination Act of 1975 Provisions
- Section 504 Affirmative Action for Handicapped Workers Provisions
- Lead-based Paint Hazard Provisions (Title X)
- Access to Records/Maintenance of Records Provisions
- Conflict of Interest Provisions

**REHABILITATION PROGRAM POLICIES
FOR THE
CITY OF SPRING HILL, TENNESSEE**

INTRODUCTION

This section sets forth the eligibility requirements for the applicant to receive a rehabilitation grant and describes property to be rehabilitated. Applicant eligibility shall be determined by the program director, subject to the approval by the Mayor and/or the Board of Mayor and Aldermen, (BOMA). The city BOMA shall have the right to waive rehabilitation assistance, limits and eligibility criteria on a case-by-case basis as justified by unique or unusual circumstances and with the approval of the State.

DEFINITION

The following are definitions of the various terms used with respect to eligibility requirements of the applicant:

- Elderly* At least 62 years old at the time the grant application was submitted to the State.
- Disability* Receiving disability benefits from Social Security, a pension program, life insurance program, or a total or partial physical impairment which renders the person unable to work. Where there exists reasonable question, a doctor's certification will be used.
- Income* All persons receiving benefits under the program must be of low/moderate income. Income limits for rehabilitation grants are tied to the county/city median income. Income to be reported by an applicant refers to income of the household, which includes income of the applicant, the spouse and other owner occupants residing in the same dwelling unit.
- LMI Income* Low/Moderate income of the residents of the City of Spring Hill has been established by ECD.

PERSONS PER HOUSEHOLD	ANNUAL INCOME LIMIT
1	\$33,400
2	\$38,200
3	\$42,950
4	\$47,700
5	\$51,550
6	\$55,350
7	\$59,150
8	\$63,000

**REHABILITATION PROGRAM POLICIES
FOR THE
CITY OF SPRING HILL, TENNESSEE**

Owner-Occupant A person who occupies a dwelling used entirely for residential purposes who owns the dwelling unit by holding a fee simple title, or life-estate title, for at least one year prior to application.

Target Area That area which was described in the original application submitted to ECD.

Female Head-of-Household A household headed by a female adult who is the sole source of income and all other occupants are dependents.

ELIGIBILITY CRITERIA

The following criteria must be satisfied by all applicants in order to become eligible for a rehabilitation grant.

- The applicant must be of low/moderate income.
- The applicant must have been an owner-occupant of the property to be rehabilitated for a period of not less than one year prior to the date the original application was submitted. (2/22/10)
- The applicant must reside in a dwelling unit located within the target area.
- The applicant must apply for assistance (Exhibit G-2)

PRIORITIZATION OF APPLICANTS

The awarding of rehabilitation grants to eligible applicants will be based on priority according to which households are in greatest need for housing assistance. Houses will be rehabilitated in descending order, the household with most need first, the next household second, and so on until the funds are expended. If all eligible houses within the target area have been rehabilitated, the Community will notify the State before any additional expenditures are made.

RATING SYSTEM

The rating system is based on points. The most needy household will have the highest number of points. Information for determination of points is taken from the application (Exhibit G-2) submitted by the homeowner. Each application shall be rated.

INCOME/FAMILY SIZE	
FAMILY SIZE	ANNUAL INCOME
1	\$33,400
2	\$38,200
3	\$42,950
4	\$47,700
5	\$51,550
6	\$55,350
7	\$59,150
8	\$63,000

**REHABILITATION PROGRAM POLICIES
FOR THE
CITY OF SPRING HILL, TENNESSEE**

If the income based on family size is less than the stated figure, the household will receive extra points.

- If 80% to 99% less - add 80 points
- If 60% to 80% less - add 60 points
- If 40% to 60% less - add 40 points
- If less than 40% - add 20 points

NUMBER IN HOUSEHOLD

- 1.....5 points
- 2.....10 points
- 3.....15 points
- 4.....20 points
- 5.....25 points
- 6.....30 points
- 7.....35 points
- 8.....40 points

NUMBER OF ELDERLY (OVER 62)

10 points per person

NUMBER OF HANDICAPPED OR DISABLED

10 points per person

FEMALE HEAD OF HOUSEHOLD

10 points

NUMBER OF PERSON 18 YEARS OLD OR YOUNGER

10 points per person

Individual residing in the household can be counted more than once. For example, a child 12 years old (10 pts) who is handicapped (10 pts) would count twenty (20) points.

CONDITION OF THE DWELLING STRUCTURE

Standard	No points
Substandard	15-30 points
Life threatening due to faulty electrical, roof, foundation, or plumbing	30-50 points

REHABILITATION PROGRAM POLICIES FOR THE CITY OF SPRING HILL, TENNESSEE

REQUIREMENTS OF PROPERTY TO BE REHABILITATED

This section sets forth definitions and eligibility criteria of residential property that will be considered for rehabilitation.

DEFINITIONS

The following are definitions of the various terms used with respect to eligibility requirements of property to be rehabilitated.

- Dwelling Unit* A housing structure which is used entirely for residential purposes.
- Single Family* Designed for single family use, although more than one family may be residing therein, if every resident has access to all parts of the structure.
- Substandard* Failing to meet the minimum housing requirements as set forth in the housing code of the Community, or as defined by the application.

ELIGIBILITY CRITERIA

- The dwelling unit must be located within the target area.
- The dwelling unit must be classified as substandard, based on a written, detailed inspection report by a qualified housing inspector.
- The dwelling must be an owner occupied family dwelling unit.
- Both units of a duplex are eligible if one is owner occupied and the second unit is occupied by a member(s) of the owner's family.
- If the dwelling lies within a flood zone, coverage under the National Flood Insurance Program must be carried by the homeowner.
- Vacant dwelling may be eligible if their owners are eligible, if the dwelling has been vacant due to its substandard conditions, and if the owner will occupy the dwelling upon completion.
- A mobile home is eligible if both the land and the mobile home are owned by the applicant.

DWELLING UNITS LOCATED IN A FLOODPLAIN

All acquisitions, relocations, rehabilitation and elevation of dwellings within the floodplain are voluntary. The homeowner can not be forced to relocate. The most desirable goal is a sensible, cost effective approach that relocates as many families as possible from the floodplain to another location.

As a general policy, the city may offer to voluntarily relocate families from the floodplain to new or rehabilitated housing. This relocation housing should meet codes, be at least comparable in size, cost and quality. It may be newly constructed, existing or rehabilitated housing. The city is not obligated to provide relocation housing that is extravagant. The city will acquire and demolish the old dwelling and take possession of the site to prohibit future building in the floodplain.

In as much as the city will offer to buy a comparable or better structure outside of the floodplain, there is little justification for the expenditure of funds to rehabilitate or elevate structures located within the floodplain(which possibly could be flooded the day after they are completed). Only under special circumstances will the city consider repairs to or the elevations of structures located within the floodplain and only with the prior approval of ECD.

**REHABILITATION PROGRAM POLICIES
FOR THE
CITY OF SPRING HILL, TENNESSEE**

INCOME USED TO DETERMINE ELIGIBILITY

This section sets forth the basis for determining the income of the applicant and the applicant's household for the purposes of a rehabilitation grant for a residential dwelling unit.

DEFINITION

The total income of the applicant's household as reported on Exhibit G-2 will be used to classify the household for purposes of eligibility.

INCOME OF APPLICANT'S HOUSEHOLD

The income of the applicant's household to be reported for purposes of eligibility is the sum of the income of the applicant, the applicant's spouse, and any other owner occupants.

EXCLUDED MEMBER OF THE HOUSEHOLD

The income of the following persons residing in the dwelling unit will be excluded:

- Applicant's dependents, as defined by Federal income tax law.
- Non-dependent adult members of the applicant's family who have no ownership rights in the dwelling unit, including any person related to the applicants by reason of blood or marriage.
- Any other individual other than applicant's spouse who has no ownership rights in the dwelling unit.

ANNUAL BASIS FOR INCOME DETERMINATION

The income for each individual is to be calculated on an annual basis.

SOURCES OF FUNDS COMPRISING INCOME

The following sources of funds will be included in the determination of annual income of each person whose income is to be use in the establishment of household income for purposes of a rehabilitation grant:

<i>Gross Wages or Salary</i>	The total money earned as work performed as an employee, before any deductions such as income taxes and social security.
<i>Self-Employment Income</i>	The net money income (gross receipts minus operating expenses) from a business enterprise in which the applicant is engaged on his own account.
<i>Other Income Regularly Received</i>	Money income that is regularly received by the person from such sources as social security, retirement or pension funds, insurance policy annuities and any funds regularly received for purposes of rent, current maintenance, or other household expenses that are paid by a resident of the dwelling unit whose income is excluded from the determination of household income.

**REHABILITATION PROGRAM POLICIES
FOR THE
CITY OF SPRING HILL, TENNESSEE**

EXCLUSIONS FROM DETERMINATIONS OF INCOME

The following sources of funds will be excluded in the determination of annual income of each person whose income is to be use in the establishment of household income.

- | | |
|--|---|
| <i>Educational Benefits from Social Security</i> | The income from these payments to minors. |
| <i>Non-Cash Income</i> | Excluded is compensation received in any other form than cash and the value of items such as food stamps. |
| <i>Cash Welfare Payments</i> | Welfare payments under Federal, State or local programs are excluded. |
| <i>One-Time Unearned Income</i> | Sources of one-time unearned income are excluded from the determination of income. For example, accident, health and casualty insurance proceeds. |

TERMS, CONDITIONS AND CONSIDERATIONS IN AWARDING GRANTS

INTRODUCTION

This section sets forth certain terms, conditions and considerations which are in effect in the Community housing rehabilitation program.

DETERMINATION OF THE AMOUNT OF THE GRANT

The amount of a rehabilitation grant that an applicant may receive will not exceed:

- The actual and approved cost of the repairs and improvements necessary to make the dwelling unit conform to the housing standards adopted by the Community.
- The amount and structure of the grant must be consistent with the application submitted to ECD.
- When the applicant is furnishing supplementary funds from other sources, evidence that actual funds are available will consist of verification and documentation by the Community that the applicant has deposited the required amount in the appropriate escrow account. Such deposit must be made before the grant application and any construction work can begin.

STRUCTURE OF FINANCIAL ASSISTANCE

The Community offers financial assistance in the following form for:

- rehabilitation of existing dwellings
- construction on new dwellings (onsite relocation)
- construction of a new dwelling or rehabilitation as a result of relocation to another site.

DIRECT GRANT

- CDBG funds are used to make outright grants to property owners to cover the full cost of needed rehabilitation work. The owner does not normally make any repayment.

<i>Example</i>	Cost of Rehabilitation Work	\$8,000.00
	Full Grant	\$8,000.00

- To prevent owners from simply selling the property and profiting from the CDBG funded improvements, the owners must repay the program if they sell the property within five years. Part of the owner's obligation is forgiven each year they live on the property.

**REHABILITATION PROGRAM POLICIES
FOR THE
CITY OF SPRING HILL, TENNESSEE**

- Repayment of the rehabilitation grant or relocation shall be based on a twenty percent (20%) reduction of the amount to be repaid per year, according to the following schedule:

0 - 12 months	100% repayment
after one (1) year	80% repayment
after two (2) years	60% repayment
after three (3) years	40% repayment
after four (4) years	20% repayment
after five (5) years	0% repayment

- A lien (Exhibit G-7) is placed against the property and is activated if the owner attempts to sell within five years.
- If the property is inherited by a blood relative or sold to an eligible person under the guidelines, repayment may be deferred.

If the owner dies during the five year period of the grant and the heir(s) sell the dwelling, then repayment will follow the same schedule as if the owner were alive and selling the dwelling.

OTHER GRANT CONDITIONS

Specific terms and conditions are incorporated in the grant application and the contract documents. The applicant agrees to:

- Allow inspection by the Community of the property and the rehabilitation whenever the Community determines that such inspection is necessary.
- Furnish complete, truthful and proper information as needed to determine eligibility for receipt of rehabilitation grant money.
- The grant is made to the homeowner in the expectation that the homeowner will occupy the dwelling for at least five years as a primary residence and to this end a lien (G-7) is recorded. It is also the intent of the grant that the dwelling not be converted to rental property and this is covered in paragraph 4 of the Lien (G-7).
- Permit the contractor to use, at no cost, existing utilities such as gas, water and electricity which are necessary to the performance and completion of the work.
- Cooperate fully with the Community and the contractor to insure that the rehabilitation work will be carried out promptly.
- Permit the contractor clear access to the dwelling in order to make repairs. If the contractor determines that he can not safely make repairs because the dwelling is filled with debris, junk or personal belongings, then the Community may require the homeowner to remove or authorize in writing the removal of the material before proceeding with rehabilitation work.
- All state and local property taxes must be paid up prior to start of work.

REHABILITATION PROGRAM POLICIES FOR THE CITY OF SPRING HILL, TENNESSEE

GRIEVANCE PROCEDURE

Disputes between the homeowner, Community and contractor may arise from time to time during the life of the rehabilitation project. In those instances where a mutually satisfactory agreement cannot be reached between the parties the grievance procedure will be followed.

The Grievance Procedure should be made a part of the contract between the homeowner and the contractor.

POLICIES AND PROCEDURES

Grievances relating to policies and procedures of the rehabilitation program.

- The grievance by the homeowner or contractor is to be filed with the program administrator in writing.
- The program administrator will meet with the homeowner/contractor and attempt to negotiate a solution.
- If this fails, the program administrator will forward the complaint and documentation of his attempts to resolve it to the local elected body who shall make a determination.

PERFORMANCE

The rehabilitation contract is between the homeowner and the contractor. The following procedures must be instituted in an effort to resolve any complaints about the performance of the rehabilitation contract:

- The homeowner must contact the contractor initially and inform him of the grievance.
- If this fails, the homeowner must file a written grievance with the Community. The project administrator will meet with both the contractor and the homeowner in an effort to reach a mutual solution.
- If this fails, the project administrator should forward the grievance to the local elected board for their deliberation.
- If this fails, the affected party may institute litigation.
- The Community should keep documents and records of the grievance procedure. The Community may release funds to the contractor for items in the work write-up which are complete and undisputed.

THE WRITTEN CONTRACT

The contract and the rehabilitation specifications, along with the housing code report provide the basic document by which the relative merits of any dispute will be judged.

INTEREST OF PUBLIC OFFICIALS

No elected or appointed Federal, State and local official, member of the local governing body, or any other public official or employee who exercises any functions or responsibilities in conjunction with the administration of the housing rehabilitation shall have any interest, direct or indirect, in the proceeds or benefits of the rehabilitation grant program. In those cases where the interest may not be direct or indirect and the conflict or interest is only "apparent", the Community must contact

REHABILITATION PROGRAM POLICIES FOR THE CITY OF SPRING HILL, TENNESSEE

ECD for clarification before proceeding.

KICKBACKS AND DISCOUNTS

No member of the governing body of the Community or any Community employee shall receive kickbacks or discounts from either contractors or property owners in return for special favors in regard to housing rehabilitation.

ELIGIBLE REHABILITATION ACTIVITIES

INTRODUCTION

A rehabilitation grant may be made only to cover the cost of rehabilitation necessary to make an owner-occupied single-family dwelling unit conform to the housing code adopted by the Community and consistent with the application submitted to ECD.

EXISTING CODE VIOLATIONS

Costs includable in rehabilitation grants are the costs of correcting existing housing code violations which have been determined by a qualified housing inspector and formalized in an individualized housing report.

INCIPIENT CODE VIOLATIONS

An incipient violation exists if at the time of inspection an element in the structure which, due to age, deterioration, wear, or normal usage will deteriorate within the life of the grant period and thus become code violations. Costs to correct these potential violations are eligible costs.

PERMITS AND FEES

Rehabilitation funds may be used to cover the cost of building permits and related fees required to carry out the proposed rehabilitation work. However, since the rehabilitation contract documents will require the contractor to pay them, these costs ordinarily would be included in the contract amount. Recording and filing fees are eligible costs.

EQUIPMENT

Rehabilitation funds may provide for the repair or purchase and installation of certain basic equipment necessary for the maintenance of the household in a safe, sanitary and healthy environment. These include such items as heating/air conditioning unit, hot water tank, electrical and sanitary fixtures, kitchen stove, refrigerator, cabinets and sinks. Purchase and installation is acceptable if there is no such equipment in the dwelling or if the existing equipment is unsafe, unsanitary or non-functional.

DISABLED

The Community **must** contact ECD if it is considering providing new construction or housing rehabilitation services to a disabled individual and the work write-up must be approved by ECD prior to bidding.

The Community should enlist the assistance of a qualified professional who is familiar and knowledgeable with the type of disability the homeowner has and can make suggestions as to the appropriateness of the proposed construction/rehabilitation and its compliance with the Federal requirements.

The standards for new housing construction and rehabilitation for disabled persons are covered by

REHABILITATION PROGRAM POLICIES FOR THE CITY OF SPRING HILL, TENNESSEE

the "Uniform Federal Accessibility Standards" (UFAS) and/or by the American National Standards Institute (ANSI A117.1) "Specifications for Making Building and Facilities Accessible to and Usable by Physically Handicapped People".

ENERGY CONSERVATION

All costs associated with weatherization and energy conservation as determined by the housing inspector or TVA.

LEAD BASED PAINT ACTIVITIES

As part of the rehabilitation process the grantee must insure that the appropriate lead based paint regulations are followed, the activities are carried out by appropriately trained and certified individuals, and the results documented. All labor, inspection, testing and material costs are eligible expenses.

FLOOD INSURANCE

Purchase of flood insurance for a period equal to the length of the grant if the property lies in a floodplain.

EXTERIOR PAINTING

Exterior painting is an eligible cost when it is necessary to maintain a watertight exterior on the dwelling. Exterior painting and the addition of siding for cosmetic purposes are not eligible costs.

FIRE ALARMS

All new construction shall include a hard-wired and a battery operated smoke detector.

All dwellings being rehabilitated shall, if possible, include a hard-wired smoke detector and must include a battery operated smoke detector.

OTHER COSTS

Vacant, dilapidated houses can be demolished with owner's permission, or appropriate legal action.

The removal trash, debris, junk cars, and out buildings are eligible activities.

Minor efforts to improve drainage and reduce flooding are eligible.

Rehabilitation costs not specifically required by the housing rehabilitation standards found necessary for the safety, health and general welfare of the occupants of the structure may be considered for eligibility, with prior consent of the local governing body and ECD.

OWNER-OCCUPIED MOBILE HOMES

In order to be eligible a mobile home (trailer) owner must also own the land upon which the mobile home rests. In general, a mobile home owner is eligible for a new mobile home, manufactured home or a stick build home. Whichever is the most feasible.

INELIGIBLE COSTS

In general, rehabilitation grants shall not be used for:

- New construction, substantial reconstruction, or the finishing of unfinished space such as attics or basements.

REHABILITATION PROGRAM POLICIES FOR THE CITY OF SPRING HILL, TENNESSEE

- Remodeling, cosmetic, or "General Property Improvements".
- Renovation of dilapidated out buildings.
- Appliances, not required by code standards.
- Materials, fixtures, equipment, or landscaping of type or quality that exceeds that customarily used in the locality for properties of the same general type as the property to be rehabilitated.

WORK WRITE-UP

The Community will prepare a work write-up incorporating the code inspection report and documenting on a room-by-room, item-by-item basis the rehabilitation work to be performed by the contractor.

VOLUNTARY RELOCATION AND DILAPIDATED DWELLINGS

Some houses are so dilapidated that when they are bid out for rehabilitation, the cost of rehabilitation is close to or more than the cost of constructing a new house. It really is not cost effective to rehabilitate the structure, and the Community would benefit from new construction.

In this case the structure can be acquired, demolished, and a new structure built using relocation funds on the same site, or if necessary, another site.

This is a voluntary program and the City will not condemn any houses during the life of the CDBG Program nor will it force any homeowner to move.

NOTE: If the determination is made that a new structure will be built, then the funds must be requested from the "Relocation" line item in the budget not under "Housing Rehabilitation" and the forms and process described in the Relocation Chapter will apply.

HOUSING REHABILITATION SPECIFICATIONS

INTRODUCTION

This section sets forth the responsibilities of the Community for determining the rehabilitation work necessary to bring a dwelling into conformance with the minimum code adopted by the Community, and with the objective of the program as proposed in the application submitted to ECD. The Community will:

- Inspect the property and prepare an inspection list noting code deficiencies.
- Prepare a preliminary work write-up and cost estimate of the work to be done which will correct the code deficiencies.
- Consult with and advise the owner of the work to be done and the availability of a rehabilitation grant.
- Prepare a final work write-up and cost estimate as a basis for a rehabilitation grant and for the bid process in contracting for the rehabilitation work.

**REHABILITATION PROGRAM POLICIES
FOR THE
CITY OF SPRING HILL, TENNESSEE
PROPERTY INSPECTION AND SPECIFICATIONS
CHECKLIST**

The Community will have the property inspected and prepare a code report that identifies each deficiency with respect to the housing code adopted by the Community and other deficiencies which may be eligible for correction through the rehabilitation grant. This code report provides a proper basis for the preparation of the work write-up, cost estimate and contract specifications.

WORK WRITE-UP AND COST ESTIMATE

The work write-up and cost estimate is a statement based on the code inspection and itemizes all the rehabilitation work to be done on the dwelling and includes an estimate of the cost of each item. The cost estimate will be reasonable, reflect prevailing labor and material costs, and reflect profit for the contractor.

Dual-Use of Work Write-Up The write-up will be detailed and specific in style. Each item will be identified as correcting a code violation, meeting a code requirement, or an eligible cost under the grant. This same write-up without the cost estimate will serve as the specifications for the construction contract documents.

Itemizing Costs Each item of work and its estimated cost will be identified in the work write-up as either correcting a code violation, meeting a code requirement, or eligible under the grant. This will be done on the work write-up by entering the cost estimates in a columnar arrangement.

Owner Preference A preliminary work write-up need not contain details that have no significant effect on cost, such as color, style or pattern. The term "to be selected by owner" may be used appropriately.

CONSULTATION WITH HOMEOWNER/APPLICANT

The Community will consult with the prospective applicant on the work write-up and cost estimate. The Community will advise the applicant that only work that is directed toward correcting a code violation, meeting a code requirement or an eligible activity can be funded by the grant. The homeowner must understand that "general property improvements" or "cosmetic" improvements are not eligible for funding. The final work write-up (without costs) will be used by contractors for determining their bids and incorporated into the rehabilitation contract documents which the homeowner and contractor will sign. The homeowner should sign each page of the write-up.

CLEARLY WRITTEN SPECIFICATIONS

The work write-up will be written so that it provides a clear detailed understanding of the nature and scope of the work to be done and a basis for carefully determined bids and proposals from contractors. The homeowner shall have a clear understanding of the nature and scope of the work to be done and any limitations that may exist. The Community should refer to the General Conditions and Specifications (Exhibit G-21) where appropriate.

REHABILITATION PROGRAM POLICIES FOR THE CITY OF SPRING HILL, TENNESSEE

- Each specification will show the nature and location of the work and the quantity and type of material required.
- The specifications will refer to manufacturer's brand names or association standards to identify quality of material and equipment and must make provisions for acceptable substitutes or quality and brand name requirements may be included in the "General Conditions and Specifications" as indicated by reference in the work write-up.

CONTRACTING FOR REHABILITATION WORK

INTRODUCTION

This section sets forth requirements and procedures with respect to the construction contracts for housing rehabilitation financed through a rehabilitation grant. Rehabilitation work will be undertaken only through a written contract between the contractor and the property owner receiving the grant.

Form of Contract The construction contract will consist of a single document signed by the contractor and the property owner, following approval of the grant application. It will contain a bid, the Community's General Conditions and Specifications by reference, the work write-up which specifies the work to be done, and the existing code violations.

Use of Alternatives The document prepared by the Community may contain alternates by which each bidder may increase or decrease the lump sum contract price.

Procurement of Bids The Community will advertise openly and publicly for bids and encourage minority and female owned firms to bid on its projects.

GENERAL CONDITIONS

The bid package will include the following:

- The address, time and date by which the bid should be submitted by the contractor
- A provision that the bid be accepted by the homeowner within a specified length of time
- A provision that the contractor start work within a specified length of time
- A statement concerning the acceptability of progress payments
- A provision that final payment on the contract amount will be made only after final inspection, acceptance of all work by the Community and the homeowner, and after the Community receives the contractor's invoice and release of liens, and claims for liens by the subcontractor, laborers and material suppliers for completed work or supplied materials.
- Provisions that the contractor will be required to:
 - Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.
 - Perform all work in conformance with applicable local codes and requirements whether or not covered by the specifications and drawings for the work.
 - Keep the premises clean and orderly during the course of the work and remove all debris at the

REHABILITATION PROGRAM POLICIES FOR THE CITY OF SPRING HILL, TENNESSEE

at the completion of the work. Materials that have been removed and replaced as part of the work shall belong to the contractor.

- Not assign the contract without written consent of the Community and homeowner.
- Guarantee the work performed for a period of one year from the date of final acceptance of all work required by the contract. Furthermore, furnish the owner, in care of the Community, with all manufacturer's and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.
- Include a statement as to whether the premises are to be either occupied or vacant during the course of construction work.
- A provision that the contractor may use existing utilities without payment during the course of the work.

DAVIS-BACON FEDERAL WAGE RATES

Single-dwelling housing rehabilitation work is exempt from Davis-Bacon wage rates. However, other projects involving labor associated with the rehabilitation program may require Davis-Bacon wage rates. The Community will contact the Tennessee Department of Economic and Community Development prior to bidding these projects.

INSURANCE

The Contractor shall carry or require that there be carried Workmen's Compensation Insurance for all his employees and those of his subcontractors engaged in work at the site in accordance with Tennessee State Workmen's Compensation Laws.

The contractor shall carry or require that there be carried Manufacturer's and Contractor's Public Liability Insurance, in an amount not less than \$100,000 for injuries including accidental death to any one person and for one accident, and to protect the contractor and the subcontractors against claims for injury to or death of one or more than one person because of accidents which may occur or result from operations under the contract. Such insurance shall cover the use of all equipment including but not limited to excavating machinery, trenching machines, cranes, hoists, rollers, concrete mixers, and motor vehicles in the construction of the rehabilitation embraced in their contract. The contractor shall carry, during the life of the contract, Property Damage Insurance in the amount of not less than \$50,000 to protect him and his subcontractors from claims for property damage which might arise from operations under their contract.

Before commencing work, the contractor shall submit evidence of the coverage required to the Community Rehabilitation officer. A certificate of insurance shall be presented as the evidence.

WORK WRITE-UPS, SPECIFICATIONS AND DRAWINGS

The specifications based on the code inspection, the work write-up and illustrative sketches, if any, covering the specific rehabilitation work for each property to be rehabilitated will be prepared by the

REHABILITATION PROGRAM POLICIES FOR THE CITY OF SPRING HILL, TENNESSEE

Community. They will:

- Clearly identify the code violation
- Work to correct those violations
- The Community's estimated cost for rehabilitation
- Any unusual features or limitations
- Will be signed on each page by the homeowner

INELIGIBLE CONTRACTORS

The City may determine a contractor ineligible to bid on projects when:

- There is documented proof that the contractor has not paid material suppliers.
- That the contractor has not completed projects within the allotted time frame.
- When there exist complaints by homeowners about quality of work and performance.

LICENSURE OF HOME IMPROVEMENT CONTRACTORS

You must follow State law which can be found at Tennessee Code Annotated, Section 62-6-102.

Each year attempts are made to change this law. You should contact the Home Improvement Commission in Nashville at 1-800-544-7693 to see what the law is in your area. The City can, for the life of the CDBG Program, require that all contractors be licensed. This should be done when the Policies and Procedures are adopted. All construction over \$25,000 must be done by a licensed contractor.

PERFORMANCE BOND

A performance bond is not required for CDBG rehabilitation work because the contractor is not paid until the work is complete and approved.

INVITATION TO CONTRACTORS FOR BID AND PROPOSAL

- Announce program and advertise for contractors in local and/or regional newspapers at the beginning of the program and once each year thereafter.
- Accept applications from contractors throughout the life of the program.
- Develop and maintain a list of contractors, including minority- and female- headed firms within the region.
- Notify in a timely fashion in writing all contractors on list when bid packages are available.
- Document when and to whom invitations to bid are sent out and packages picked up.

**REHABILITATION PROGRAM POLICIES
FOR THE
CITY OF SPRING HILL, TENNESSEE**

SELECTION OF A SUCCESSFUL BIDDER

The opening of the sealed bids must meet these conditions:

- The opening must be open to the public.
- The community will establish cost of rehabilitation based on the write-up and then determine a high (plus 15%) and low (minus 15%) range of acceptable bids. The lowest bid will prevail unless it falls outside of the acceptable range. If the bids are too high, the community may reject all bids and rebid the project.

The community can not negotiate with a high bidder by eliminating some of the work write-up items to bring the bid down within the acceptable range. The community should remove the items from the write-up and rebid the project.

When new construction is bid the low bid shall prevail. However, the community reserves the right to reject any and all bids.

- There must be at least two competitive bids by eligible contractors.
- Minutes of the award and bid tabulations should be appropriately filed.
- Questions concerning contractor eligibility shall be decided prior to opening bids. (Page 16)
- Notify ECD to determine if contractors are debarred or not.
- The Community may limit the number of bids awarded to any one contractor at any one bid letting to three (3).
- The Community may limit a new/unknown contractor to one award.

AWARD OF CONSTRUCTION CONTRACT

The contract will become effective upon the signature of the homeowner and contractor and with the Community's endorsement. The Community will distribute the executed contract documents as follows: original to Community, copy to homeowner, copy to contractor.

INSPECTION, CLOSE-OUT AND PAYMENT FOR REHABILITATION WORK
--

INTRODUCTION

This section sets forth the requirements for inspection, the close-out, and final payment procedures for rehabilitation grants.

REHABILITATION PROGRAM POLICIES FOR THE CITY OF SPRING HILL, TENNESSEE

RESPONSIBILITY FOR MAKING INSPECTIONS

Inspections of construction will be performed by the Community or its designate as follows:

- Compliance inspections will be made as often as necessary to assure that the work is being completed in accordance with the Community's building, electrical, mechanical, plumbing, zoning codes and any other related State or local laws and ordinances.
- Terms and conditions of the contract. Inspections will be made as often as necessary to assure that the work being performed is in accordance with the terms of the construction contract.
- A written report will be filed after each inspection.

PROGRESS PAYMENTS AND FINAL PAYMENTS

IF progress payments are allowed by the Community, the following conditions exist:

- The funds must be escrowed with the Community.
- If the Community determined from the inspection that the completed work is satisfactory, the Community may issue a progress payment check from the escrow account payable to the contractor.
- No more than one progress payment can be made and the payment cannot exceed 80% of value of the labor and materials used as of the date of inspection.

FINAL INSPECTION

- Upon completion of the rehabilitation work, a final inspection is held, and any uncompleted or work that is unsatisfactory is noted on a final "punch list". When these items are completed, the contract is complete.
- Certification: After the Community determines that the rehabilitation work has been fully and satisfactorily completed, it will prepare a Certificate of Final Inspection (Exhibit G-14).
- Owner Statement of Acceptance: The homeowner signs the Certificate of Completion and Final Inspection (Exhibit G-14) indicating that he accepts the rehabilitation work as meeting the terms and conditions of the contract.
- Making Final Payments: When the final inspection determines that the work is completed in accordance with the contract and the homeowner has accepted the work, the Community will obtain from the contractor a release of liens, including all subcontractors and suppliers, and a copy of each warranty due the owner for the work. The Community may make final payment at that time.

The homeowner may refuse to sign the Certification of Completion and Final Inspection form because they feel that some of the work items are not correctly done or complete. They believe

REHABILITATION PROGRAM POLICIES FOR THE CITY OF SPRING HILL, TENNESSEE

that if they sign then the contractor will not make the corrections because he has been paid. On the other hand, it is not fair to the contractor for the whole contract amount he is due to be held up over minor items.

The Community may authorize full payment for those items which are not disputed and acceptable to all parties.

The Community may withhold payment for those items not completed.

If the Community finds, after reviewing item-by-item the work write-up and comparing it to the work actually done, that the contractor has in the Community's opinion, satisfactorily met the conditions of the contract and the Homeowner refuses to sign the Certification of Completion and Final Inspection, the Community may still proceed to pay the contractor. However, the nature of the dispute, those items under dispute, and their dollar amount must be recorded on the Certification of Completion and Final Inspection and signed by the project administrator and a representative of the Community.

ESCROW ACCOUNTS

The Community must set up an escrow account (Exhibit G-22) in order to ensure prompt payments to contractors.

NOTICE OF COMPLETION (10 DAY NOTICE)

The City must file the Notice of Completion on behalf of the homeowner with the Office of Register of Deeds in the County. (Tennessee Code Annotated 66-11-142).

EXPANSION OF TARGET AREA

Expansion of the target area is considered a change in scope of the project. The City must write to ECD for permission to expand the target area and then follow the following procedures:

Procedures for Expanding Housing Rehabilitation Target Areas

In general, housing rehabilitation projects which have met their initial contract goals and have sufficient time and funds remaining may request to continue the activities for which they were originally funded.

The City must submit additional material to Economic and Community Development and request permission to go outside of the original Target Area.

A. Send to ECD a copy of the approval letter from the State Historic Preservation Officer (SHPO).

The City should send him the following materials:

1. A narrative/description of what you propose to do.
2. A map showing the old and new target areas.

REHABILITATION PROGRAM POLICIES FOR THE CITY OF SPRING HILL, TENNESSEE

3. Streetscape photographs of the houses.

Send this material to:

E. Patrick McIntyre, Jr.
Executive Director and Deputy
State Historic Preservation Office
Tennessee Historical Commission
2941 Lebanon Road
Nashville, Tennessee 37243-0442

Technical questions may be directed to Joe Garrison at that office (615) 532-1550. After the Historical Commission has reviewed the material and if there are no concerns, they will issue the city an approval letter. Send ECD a copy of that letter.

- B. Send a narrative/description to ECD (same as to the SHPO).
- C. Send a map to ECD (same as to the SHPO).
- D. Send a statement as to why the original Environmental Review is still valid.
- E. Statutory Checklist (list source and have signed).
- F. Send a completed Cumulative Housing Rehabilitation Report for the original target area.

Conditions

- A. The City should clear up any existing monitoring findings.
- B. Only LMI (Low-to-Moderate Income) houses are eligible. Submit copies of the target area surveys to ECD.
- C. The request should be received in time to allow sufficient time to complete the additional work within the original contract period.
- D. If your housing rehabilitation project also contained road paving, or water/sewer work, you may need to do additional surveys and should contact ECD.

LEAD-BASED PAINT ACTIVITIES

OVERVIEW

In 1992, Congress enacted into law the Housing and Community Development Act of 1992. Title X of this Act, the Residential Lead-based Paint Hazard Reduction Act of 1992, is comprehensive lead-poisoning legislation. It switches the focus from the presence of lead-based paint to lead based paint hazards. Title X defines lead-based paint hazards as "any condition that causes exposure to lead contaminated dust, lead-contaminated soil, or lead-contaminated paint that is deteriorated or present on accessible surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects." Title X established specific requirements for action in federally owned or associated housing (pre-1978). On September 15, 1999 HUD published final regulations to implement sections 1012 and

REHABILITATION PROGRAM POLICIES FOR THE CITY OF SPRING HILL, TENNESSEE

1013 of Title X, which set forth specific policies on lead-based paint hazard reduction in federally assisted and federally owned housing.

The following chapter provides you with guidance in order to comply with the new HUD regulations. The Department of Housing and Urban Development (HUD) and the Environmental Protection Agency (EPA) regulate LBP activities performed on government owned or assisted properties. The lead-based paint regulations are divided into sections that are called subparts. Subparts "C" through "M" apply to specific programs, such as multi-family mortgage insurance, project-based rental assistance, housing rehabilitation, public housing, tenant-based rental assistance, or acquisition, leasing supportive services or operations. Although all of Title X is applicable to the CDBG program, the most relevant parts of this legislation are Subparts J and K.

SUBPART J - The intent of Subpart J is to eliminate as far as practicable lead-based paint hazards in residential property that receives federal assistance for rehabilitation under a program administered by HUD. (See Requirements for Rehabilitation Assistance [Subpart J] p. 22)

SUBPART K - The intent of Subpart K is to eliminate as far as practicable lead-based paint hazards in a residential property that receives federal assistance under certain HUD programs for acquisition, leasing, support services or operation. (See Acquisition, Leasing Support Services, or Operation [Subpart K] p. 25)

DEFINITIONS

ABATEMENT - Any set of measures designed to permanently (at least twenty years) eliminate lead-based paint or lead-based paint hazards.

CLEARANCE EXAMINATION - An activity conducted following lead-based paint hazard reduction activities to determine that the hazard reduction activities are complete and that no soil-lead hazards or settled dust-lead hazards exist in the dwelling unit or worksite. The clearance process includes a visual assessment and collection and analysis of environmental samples.

INTERIM CONTROLS - A set of measure designed to temporarily reduce human exposure or likely exposure to lead-based paint hazards. Interim controls include, but are not limited to, repairs, painting, temporary containment, specialized cleaning, clearance, ongoing lead-based maintenance activities, and the establishment and operation of management and resident education programs.

LEAD-BASED PAINT HAZARDS - Any condition that causes exposure to lead from dust-lead hazards, soil-lead hazards, or lead-based paint that is deteriorated or present in chewable surfaces, friction surfaces, or impact surfaces, and that would result in adverse human health effects.

LEAD-BASED PAINT INSPECTION - A surface by surface testing of all painted, shellacked, or varnished surfaces to determine the presence or absence of lead.

PAINT TESTING - The process of determining, by a certified lead-based paint inspector or risk assessor, the presence or the absence of lead-based paint on deteriorated paint surfaces or painted surfaces to be disturbed or replaced.

REHABILITATION PROGRAM POLICIES FOR THE CITY OF SPRING HILL, TENNESSEE

RISK ASSESSMENT - An on-site investigation to determine the existence, nature, severity and location of lead-based paint hazards; and the provision of a report by the individual or firm

conducting the risk assessment explaining the results of the investigation and options for reducing lead-based paint hazards.

SAFework PRACTICES - Hazard reduction using approved methods of paint stabilization, occupant protection, specialized cleaning.

STANDARD TREATMENTS - A series of hazard reduction measures designed to reduce all lead-based paint hazards in a dwelling unit without the benefit of a risk assessment or other evaluation.

REQUIREMENTS FOR REHABILITATION ASSISTANCE (SUBPART J)

Subpart J of Title X deals specifically with rehabilitation. The requirements in regards to lead-based paint are dependent on the cost of the rehabilitation. HUD designates three categories of rehabilitation: property receiving less than or equal to \$5,000, property receiving between \$5,000 and \$25,000, and property receiving more than \$25,000. Cost of the site preparation, occupant protection, relocation, interim controls, abatement, clearance and waste handling attributed to lead-based paint hazard reduction are not included when determining cost of rehabilitation. The following is a breakdown of what is required for each of these three categories in pre-1978 units:

PROPERTIES RECEIVING LESS THAN OR EQUAL TO \$5,000 PER UNIT

1. Provide the household with a copy of the pamphlet *Protect Your Family From Lead in Your Home*.
2. Conduct paint testing of surfaces to be disturbed or presume the presence of lead-based paint. If testing show the absence of lead-based paint, safe work practices and clearance are not required.
3. Implement safe work practices during rehabilitation and repair any disturbed paint.
4. After completion of rehabilitation, conduct clearance testing of the worksite. Clearance is not required if rehabilitation did not disturb painted surfaces greater than the "de minimis" levels set forth by HUD.
 - a. "De minimis" levels:
 - i. 20 square feet on exterior surfaces
 - ii. 2 square feet in any one interior room or space
 - iii. 10% of the total surface area on an interior or exterior type of component with a small surface area, window sills, baseboards, and trim.
5. Notify the household of the results of the clearance testing.

PROPERTIES RECEIVING BETWEEN \$5,000 and \$25,000 PER UNIT

1. Provide the household with a copy of the pamphlet *Protect Your Family From Lead in Your Home*.

REHABILITATION PROGRAM POLICIES FOR THE CITY OF SPRING HILL, TENNESSEE

2. Conduct paint testing of surfaces to be disturbed or presume the presence of lead-based paint.
3. Perform a risk assessment in the dwelling unit receiving federal assistance and in associated common areas and exterior painted surfaces before rehabilitation begins. A visual assessment may be made if presuming the presence of lead-based paint.
4. Perform interim controls on all lead-based paint hazards identified by the paint testing and risk assessment, as well as lead-based paint hazards created as a result of the rehabilitation work, or use Standard treatments.
5. After completion of rehabilitation, conduct clearance testing of the entire unit and common areas.
6. Notify the households of the results of the clearance testing.

PROPERTIES RECEIVING MORE THAN \$25,000 PER UNIT

1. If the homeowner rehabilitation cost estimate exceeds \$25,000, call Program Management to discuss.
2. Provide the household with a copy of the pamphlet *Protect Your Family From Lead in Your Home (LBP-1)*.
3. Conduct paint testing of surfaces to be disturbed or presume the presence of lead-based paint.
4. Perform a risk assessment in the dwelling unit receiving federal assistance and in associated common areas and exterior painted surfaces before rehabilitation begins.
5. Abate all lead-based paint hazards identified by the paint testing and risk assessment as well as lead-based paint hazards created as a result of the rehabilitation work.
6. After completion of rehabilitation, conduct clearance testing of the entire unit and common areas.
7. Notify the household of the results of the clearance testing.

STEPS TO INCORPORATE LEAD-BASED PAINT PROCEDURES IN HOUSING REHABILITATION

1. Complete the initial walk through and work write-up.
2. Determine the estimated cost of repairs and the category into which the project falls. (Exhibit G-19a).
3. Proceed with appropriate paint inspection/risk assessment, or presume the presence of lead-based paint.
4. Incorporate measures recommended by risk assessor into the work write-up. Determine if relocation is necessary.

REHABILITATION PROGRAM POLICIES FOR THE CITY OF SPRING HILL, TENNESSEE

5. Put the project out to bid.

The bid sheet should differentiate between rehabilitation work and lead work. The costs of site preparation, occupant protection, relocation, interim controls, abatement, clearance and waste handling attributable to lead-based paint hazard reduction are not to be included in the hard costs of rehabilitation. The two totals will then be added together to arrive at a total bid amount.

6. Relocation of homeowner and furnishings, if applicable.
7. If interim controls or standard treatments are necessary they must be performed by a person trained in accordance with CFR 1926.59 (Hazard Communication) and either be supervised by an individual certified as a lead-based paint abatement supervisor or have successfully completed one of the following courses: a lead-based paint abatement supervisor or work course accredited in accordance with 40 CFR 745.225, The Lead-Based Paint Maintenance Program, or The Remodeler's and Renovator's Lead-Based Paint Training Program.
8. After completing work, clearance must be achieved.
9. Move homeowner and belongings back into home.

STANDARD TREATMENTS

There is an alternative to a risk assessment and interim controls when a project falls between \$5,000 and \$25,000. The presence of lead-based paint can be presumed, followed by the implementation of standard treatments. Standard treatments include:

1. **Paint stabilization.** All deteriorated paint on exterior and interior surfaces located on the residential property shall be stabilized or abated.
2. **Smooth and cleanable horizontal surfaces.** All horizontal surfaces, such as uncarpeted floors, stairs, window sills and window troughs, that are rough, pitted, or porous, shall be covered with a smooth, cleanable covering or coating, such as metal coil stock, plastic, polyurethane, or linoleum.
3. **Correction of dust-generating conditions.** Conditions causing friction or impact of painted surfaces shall be corrected.
4. **Bare residential soil.** Bare soil shall be treated, unless it is found not to be a soil-lead hazard.
5. **Safe work practices.** All standard treatments shall incorporate the use of safe work practices.
6. **Clearance.** A clearance examination shall be performed at the conclusion of any lead hazard reduction activity.
7. **Qualifications.** An individual performing standard treatment must meet the training and/or supervision requirements of 35.1330 (a)(4), trained workers or workers supervised by certified Lead-based Abatement Supervisor.

**REHABILITATION PROGRAM POLICIES
FOR THE
CITY OF SPRING HILL, TENNESSEE**

OCCUPANT PROTECTION

This section establishes procedures for protecting dwelling unit occupants and the environment from contamination from lead-contaminated or lead-containing materials during hazard reduction activities.

1. Occupants shall not be permitted to enter the worksite during hazard reduction activities, until after hazard reduction work has been completed and clearance, if required, has been achieved.
2. Occupants shall be temporarily relocated before and during hazard reduction activities to a suitable, decent, safe, and similarly accessible dwelling unit that does not have lead-based paint hazards, except if:
 - a. Treatment will not disturb lead-based paint, dust-lead hazards or soil-lead hazards;
 - b. Only the exterior of the dwelling unit is treated, and windows, doors, ventilation intakes and other openings in or near the worksite are sealed during hazard control work and cleaned afterward, and entry free of dust-lead hazards, soil-lead hazards, and debris is provided;
 - c. Treatment of the interior will be completed within one period of 8 daytime hours, the worksite is contained so as to prevent the release of leaded dust and debris into other areas, and treatment does not create other safety, health or environmental hazards; or
 - d. Treatment of the interior will be completed within 5 calendar days. The worksite is contained so as to prevent the release of leaded dust and debris into other areas, and treatment does not create other safety, health or environmental hazards; and the worksite and the area within at least 10 feet of the containment area is cleaned to remove any visible dust or debris, and occupants have safe access to sleeping areas, and bathroom and kitchen facilities.
3. The dwelling unit and the worksite shall be secured against unauthorized entry, and occupants' belongings protected from contaminated by dust-lead hazards and debris during hazard reduction activities. Occupants' belongings in the containment area shall be relocated to a safe and secure area outside the containment area, or covered with all seams and edges taped or otherwise sealed.

**ACQUISITION, LEASING, SUPPORT SERVICES, OR OPERATION
(SUBPART K)**

The purpose of this subpart K is to establish procedures to eliminate as far as practical lead-based paint hazards in a pre-1978 residential property that receives federal assistance under certain HUD programs for acquisition, leasing, support services, or operation. Acquisition, leasing, support services, and operation do not include mortgage insurance, sale of federally-owned housing, project-based or tenant-based rental assistance, or assistance to public housing.

Notices and Pamphlets - In cases where evaluation or hazard reduction, including paint stabilization, is undertaken, each grantee shall provide a notice to residents. A visual assessment is not considered an evaluation for purposes of this part. The grantee shall provide the lead hazard information

REHABILITATION PROGRAM POLICIES FOR THE CITY OF SPRING HILL, TENNESSEE

pamphlet.

If a dwelling unit receives federal assistance under a program covered by this subpart, each grantee shall conduct the following activities for the dwelling unit and all common areas servicing the dwelling unit and the exterior surfaces of the building in which the dwelling unit is located:

1. A visual assessment of all painted surfaces in order to identify deteriorated paint;
2. Paint stabilization of each deteriorated paint surface, before occupancy of a vacant dwelling unit or where a unit is occupied, immediately after the receipt of federal assistance; and
3. The grantee shall incorporate ongoing lead-based paint maintenance activities into regular building operations.
4. The grantee shall provide a notice to occupants describing the results of the clearance examination.

COST

Costs of paint testing, risk assessments, and clearance testing will be paid as soft costs. There is an acceptable range for costs involving these activities. Please contact your specialist for cost approval prior to contracting for these services.

Expenses incurred conducting lead activities, interim controls, standard treatments, and abatement will not count towards the \$25,000 cap on rehab costs. These costs will count towards the subsidy limit.

CERTIFICATION

Lead-based paint Inspectors, Lead-based paint Risk Assessors, Lead-based paint Abatement Workers, and Lead-based paint Abatement Supervisors must be certified by the Tennessee Department of Environment and Conservation (TDEC).

A listing of these certified Lead professionals is available from the DEC office:

DEPARTMENT OF ENVIRONMENT AND CONSERVATION
Division of Solid Waste Management
Fifth Floor, L & C Tower
401 Church Street
Nashville, Tennessee 37243-1535
1-888-891-8332

CITY OF SPRING HILL TENNESSEE

HOUSING REHABILITATION APPLICATION/FAMILY SURVEY

p. 1 of 3

G-2

DATE OF ORIGINAL INTERVIEW: _____

NAME OF INTERVIEWER: _____

Name of Occupant: _____

Address: _____

Lot: _____ Section: _____ Subdivision: _____

Phone: Day () _____ Night () _____

Racial/Ethnic Classification: _____

Female Headed Household: _____ Age of Head of Household: _____

Date First Moved into Unit: _____ Size of Household: _____

Single Family _____, Duplex _____, Triplex _____, Other _____

How Many Units in Structure: _____ Number of Rooms: _____

Number of Bedrooms: _____ Approximate Year Built: _____

HOUSING COSTS OF CURRENT UNIT

Owner

Monthly Mortgage	\$ _____
Second Mortgage	\$ _____
Average Utilities	\$ _____
Insurance	\$ _____
Real Taxes	\$ _____
Total Monthly Housing Cost	\$ _____

TOTAL INCOME = _____

CITY OF SPRING HILL TENNESSEE

HOUSING REHABILITATION APPLICATION/FAMILY SURVEY

Monthly Expenses

Monthly Housing	\$ _____	
Car	\$ _____	
Gasoline/Services	\$ _____	
Life Insurance	\$ _____	
Medical Insurance	\$ _____	
Installment Loans	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	Subtotal
_____	\$ _____	\$ _____
Other:		
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Fixed Monthly Costs:		
Social Security	\$ _____	
Income Taxes	\$ _____	
Retirement	\$ _____	
Other	\$ _____	Total Monthly Expenses:
_____	\$ _____	\$ _____

CITY OF SPRING HILL TENNESSEE

HOUSING REHABILITATION APPLICATION/FAMILY SURVEY

p. 3 of 3

Household Income

	<u>NAME</u>	<u>AGE</u>	<u>SEX</u>	<u>RELATIONSHIP TO HOUSEHOLD HEAD</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____

EMPLOYER OR OTHER * SOURCE OF INCOME

	<u>NAME AND ADDRESS</u>	<u>PHONE</u>	<u>EMPLOYEE NAME</u>	<u>DATE VERIFIED</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____

* Social Security, etc.

CITY OF SPRING HILL TENNESSEE

RELEASE OF INFORMATION

AUTHORIZATION FOR RELEASE OF INFORMATION

I hereby authorize the release of any information needed by the Community Development Department of the City of Spring Hill, Tennessee in order to determine relocation benefits and/or eligibility for federal housing rehabilitation assistance.

It is specifically agreed that this information will be utilized only for the determination of relocation benefits or housing rehabilitation assistance and will not be divulged to any unauthorized individuals.

Name

Social Security Number

Date

To City File

CITY OF SPRING HILL TENNESSEE

EMPLOYER'S VERIFICATION

DATE: _____

CASE NO. _____

THE INFORMATION ON THIS FORM IS CONFIDENTIAL AND IS TO BE TRANSMITTED DIRECTLY TO THE COMMUNITY DEVELOPMENT DEPARTMENT WITHOUT PASSING THROUGH THE HANDS OF THE APPLICANT OR ANY OTHER PARTY.

NAME OF APPLICANT: _____

A. Position held by applicant: _____

B. Dates of Employment: From _____ to _____
From _____ to _____

C. Rate of Pay: (estimate if not based on time)

\$ _____ per _____ (hour, month, or year)

D. Additional compensation: (actual past 12 months)

Overtime \$ _____ Bonus \$ _____

Commission \$ _____ Other \$ _____

E. Military pay: (monthly)

Base Pay \$ _____

Quarters and subsistence \$ _____

Flight or hazardous duty \$ _____

F. Signature of employer:

The above information is furnished in strict confidence to assist in determining eligibility of the loan applicant to receive housing rehab assistance from the Community Development Program.

Date

Signature

Title

I hereby authorize release of the above information to the Community Development Program.

Date

Signature

Title

To City File

CITY OF SPRING HILL TENNESSEE

REQUEST FOR VERIFICATION OF MORTGAGE OR DEED OF TRUST

DATE: _____

CASE NO. _____

Name and Address of Applicant for Loan: _____

Name and Address of Mortgagee: _____

Address of Mortgage Property: _____

FINANCIAL DATA

Date of Mortgage: _____ Original Amount: _____

Date of Maturity: _____ Present Balance: _____

Monthly Payment to: Principal and Interest

\$ _____

Mortgage Insurance Premium:

\$ _____

Are Payments Current? _____ Yes _____ No

If not, state amount in arrears \$ _____ Period in Arrears _____

NOTE TO MORTGAGEE

The applicant identified above has applied for a loan for rehabilitation of the above property. The applicant has authorized this Agency in writing to obtain verification of the status of existing mortgages on the property from any source named in the application. The requested information in this verification of mortgage is for the confidential use of this Agency. Please furnish the information requested above and return this form using the stamped, addressed envelope.

Authorization by Applicant:

I authorized the mortgagee to furnish to the Community Development Agency the information regarding the mortgage indentified above.

Date

Signature

Signature of Mortgagee:

The above information is furnished in strict confidence, in response to your request.

Date

Signature

To City File

CITY OF SPRING HILL TENNESSEE

OLD AGE AND SURVIVOR'S INSURANCE FORM

Wage Earner _____

Social Security Number _____

Claimant, if other than above _____

Relationship _____

Street Address _____

City, State, Zip Code _____

The Director
Bureau of Old Age Survivor's Insurance
Social Security Administration
District Office

Attention Director:

I request that information from your records concerning my entitlement to benefits be furnished to me.

Please honor the above request:

Claimant

SOCIAL SECURITY ADMINISTRATION REPORT

The records of this Bureau disclosed the following:

Name of Beneficiaries _____ Date of Award _____

Types of Monthly Benefits _____

Amounts, Monthly \$ _____ \$ _____

SOCIAL SECURITY ADMINISTRATION

By: _____

Title: _____

To City File

CITY OF SPRING HILL TENNESSEE

INELIGIBLE FOR ASSISTANCE

G-3

DATE: _____

CASE NO. _____

(To the Applicant)

We regret to inform you that your application for rehabilitation assistance has been turned down for the reasons checked below:

- _____ Over Income Limits
- _____ Cannot make house standard with available funds
- _____ Property ownership not properly recorded
- _____ Rehabilitation is not feasible due to structural condition
- _____ Other

Explanation:

If you have any questions on this matter, please contact our office.

Sincerely,

To City File
To Homeowner

CITY OF SPRING HILL TENNESSEE

REHAB BID TABULATION

G-5

DATE: _____

CASE NO. _____

NAME OF APPLICANT

ADDRESS OF PROPERTY
BID ON

DATES BID ADVERTISED (if applicable)

DATE BID LET

DATE BID OPENED

NAMES OF CONTRACTORS WHO BID:

AMOUNT OF BID:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

LOWEST BIDDER

_____	\$ _____
CONTRACTOR AWARDED CONTRACT	AMOUNT OF CONTRACT

DATE OF CONTRACT

IS BID WITHIN 15% OF STAFF
ESTIMATE?

**To City File
To Homeowner
To ECD**

CITY OF SPRING HILL TENNESSEE

APPROVAL OF REHAB ASSISTANCE

G-6

DATE: _____
CASE NO. _____

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, _____ has applied to the City of Spring Hill, Tennessee for financial assistance in the amount of \$ _____ to make certain eligible improvements on the following described real estate:

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS, that the City of Spring Hill, Tennessee hereby agrees to provide assistance to the said _____ in the amount of \$ _____ in order to perform eligible rehabilitation activities described in previously submitted and approved application documents, labeled Rehab Case No. _____, according to the provisions of the City of Spring Hill Housing Rehabilitation Program.

DATED this _____ day of _____, 20 _____.

MAYOR

To City File
To Homeowner

CITY OF SPRING HILL TENNESSEE

GRANT AGREEMENT

G-7

WHEREAS, the undersigned are the owners of a dwelling unit located on the following described real estate in the City of Spring Hill, Tennessee, more particularly described as follows, to-wit:

WHEREAS, the above mentioned dwelling house is in need of repairs, rehabilitation and improvements to make it conform to the housing standards of the City of Spring Hill, Tennessee, and

WHEREAS, the City of Spring Hill, Tennessee has been authorized to make grants for the repairs, rehabilitation, and improvements of substandard housing under a Community Development Block Grant Program through the State of Tennessee, and

WHEREAS, it is the intention of the City of Spring Hill, Tennessee to benefit owner-occupants that meet the eligibility requirements, and have received or will receive a grant from the City of Spring Hill, Tennessee in the amount of _____, and

WHEREAS, said grant is to be repaid to the City of Spring Hill, Tennessee under certain conditions.

NOW, THEREFORE, it is agreed by the undersigned owners of the above described premises, in consideration \$ _____, a grant for the rehabilitation of the above described premises from the City of Spring Hill, Tennessee.

1. If the ownership or occupancy of the above described property by the grant recipient voluntarily ceases within five years from the date of this agreement, the entire grant or a percentage thereof shall be repaid to the City of Spring Hill, Tennessee. In this case, repayment of the rehabilitation grant or relocation shall be based on the policies and procedures of the city.
2. The repayment shall be made to the City of Spring Hill, Tennessee and shall be due and payable at the time of the sale or discontinuation of occupancy of the property.
3. If the undersigned must move from the dwelling due to physical and health requirements, and the dwelling is not sold, the City may, at its option, allow a member of the undersigned's immediate family to assume the terms of the deferred payment loan. The family member must reside in the dwelling without payment of rent or other compensation. For the purpose of this section, immediate family member shall include father, mother, sisters, brothers, or children.
4. It is expressly agreed that, if the undersigned transfers ownership of the property, whether in fee simple or through a lease purchase, land sales contract, or other like arrangement or does not reside in the home except as otherwise stated, the undersigned shall immediately begin making payments, according to the terms of the Promissory Note.
5. If the undersigned defaults or is delinquent according to the terms of this agreement, then at the option of the City, the principal sum shall at once become due and payable without notice. Failure to exercise this option shall not constitute a waiver of the right to exercise same in the event of any subsequent default.

CITY OF SPRING HILL TENNESSEE

GRANT AGREEMENT

G-7

6. If the undersigned dies during the deferred term of this Note, the unpaid balance of this Note may be forgiven. However, if the heir(s) sell the dwelling, the Promissory Note becomes due and payable upon the sale.

This agreement and lien applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, administrators, executors, successors, and assigns.

IN WITNESS WHEREOF, this agreement has been duly executed by the owners this _____ day of _____, 20_____.

Owners

STATE OF TENNESSEE)
) SS.
COUNTY OF)

On this _____ day of _____, 20 _____, before me personally appeared _____ and _____, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in _____, the day and year first above written.

Notary Public
My Commission Expires: _____

**To City File
To Homeowner
To ECD**

CITY OF SPRING HILL TENNESSEE

NOTICE OF RIGHT OF RESCISSION

G-8

NOTICE OF RIGHT OF RESCISSION

ACCOUNT NO.

(Identification of Transaction)

Notice To Customer Required by Federal Law: _____
(Date Notice Given)

You have entered into a transaction on _____ (Date) which may result in a lien, mortgage, or other security interest on your home. You have a legal right under federal law to cancel this transaction, if you desire to do so, without penalty or obligation within three business days from the above date or any later date on which all material disclosures required under the Truth in Lending Act have been given to you. If you so cancel the transaction, any lien, mortgage or other security interest in your home arising from this transaction is automatically void. You are also entitled to receive a refund of any down payment or other consideration if you cancel. If you decide to cancel this transaction, you may do so notifying

_____ (Name of Creditor)
at _____
(Address of Creditor's Place of Business)

by mail or facsimile sent no later than midnight of _____ (Date). You may also use any other form of written notice identifying the transaction if it is delivered to the above address not later than that time. This notice may be used for that purpose by dating and signing below.

I hereby cancel this transaction.

_____ (Date) _____ (Customer's Signature)

Receipt is herewith acknowledged of the foregoing NOTICE, each of the undersigned CUSTOMERS having received two copies thereof, as well as one copy of other Truth-in-Lending Disclosures required by Law. Undersigned warrant that they are all Customers obligated under this transaction who own or use as their principal residence the real property securing said obligation; this _____ day of _____, 20____.

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

_____ (Witness)

***SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR RIGHT OF RESCISSION**

CITY OF SPRING HILL TENNESSEE

EFFECT OF RESCISSION. When a customer exercises his right to rescind under paragraph (a) of this section, he is not liable for any finance or other charge, and any security interest becomes void upon such a rescission. Within 10 days after receipt of a notice of rescission, the creditor shall return to the customer any money or property given as earnest money, down payment, or otherwise, and shall take any action necessary or appropriate to reflect the termination of any security interest created under the transaction. If the creditor has delivered any property to the customer, the customer may retain possession of it. Upon the performance of the creditor's obligations under this section, the customer shall tender the property to the creditor, except that if return of the property in kind would be impracticable or inequitable, the customer shall tender its reasonable value. Tender shall be made at the location of the property or at the residence of the customer at the option of the customer. If the creditor does not take possession of the property within 10 days after tender by the customer, ownership of the property vests in the customer without obligation on his part to pay for it.

To City File
To Homeowner

CITY OF SPRING HILL TENNESSEE

NOTICE TO PROCEED

G-9

DATE: _____

CASE NO. _____

NOTICE TO PROCEED

You are hereby given notice to proceed rehabilitation at _____
in reference to the contract dated _____ for rehabilitation of property at _____.

Pursuant to the provisions to the contract above reference, you are hereby given Notice to Proceed with the work. This notice establishes that all efforts will be undertaken to complete within _____ calendar days of the date of this notice.

Please acknowledge receipt of this Notice to Proceed as provided below and return the original signed copy to me in care of the Community Development Department, City Hall, Spring Hill, Tennessee.

Owner

Owner

Department Representative

Date

**To City File
To Homeowner
To Contractor**

CITY OF SPRING HILL TENNESSEE

INSPECTION REPORT

G-10

DATE: _____
CASE NO. _____

OWNER: _____

ADDRESS OF REHABILITATED PROPERTY: _____

DATE INSPECTED: _____
 MONTH DAY YEAR

GENERAL STATUS OF WORK:

DISCREPANCIES NOTED (IF ANY):

SIGNATURE OF INSPECTOR

TITLE

DATE

TO City File

CITY OF SPRING HILL TENNESSEE

CHANGE ORDER

G-11

DATE: _____

CASE NO. _____

PROJECT: _____ CHANGE ORDER NO. _____

TO: (Contractor)

FROM: (Owner)

You are directed to make the following changes in this Contract:

The original Contract Sum was \$ _____
 Net change by previous Change Orders \$ _____
 The Contract Sum prior to this Change Order was \$ _____
 The Contract Sum will be _____ by this Change Order \$ _____
 The new Contract Sum, including this Change Order will be \$ _____
 The Contract Time will be _____ by _____ days

CONTRACTOR

OWNER

By: _____ By: _____

APPROVAL:

DIRECTOR, COMMUNITY DEVELOPMENT DEPARTMENT

To City File
To Homeowner
To ECD
To Contractor

CITY OF SPRING HILL TENNESSEE

FINAL INVOICE, RELEASE OF LIENS, AND WARRANTY

G-12

DATE: _____

CASE NO. _____

RE: Property located at

Contract Dated _____

Total Contract _____

Amount \$ _____

KNOW ALL MEN BY THESE PRESENT:

1. As a final invoice, the undersigned hereby certifies that there is due from and payable by the Owner to the Contractor under the above contract and duly approved change orders and modifications, if any, the balance of \$ _____.
2. The undersigned further certifies that work required under this contract has been performed in accordance with the terms thereof, and there are no unpaid claims for materials, supplies, or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract.
3. That in consideration of the payment of the amount stated in Paragraph 1 hereof, the undersigned does hereby release the Owner from any and all claims arising under or by virtue of this contract.
4. The undersigned hereby guarantees the work performed for a period of one year from the date of owner's acceptance of all the work required by the contract. He also attaches herewith all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under the contract.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 20 ____.

WITNESS:

CONTRACTOR

(SEAL IF CORPORATION)

By: _____

(Signature & Title of Officer)

**To City File
To Homeowner
To ECD**

CITY OF SPRING HILL TENNESSEE

CONTRACTOR'S NON-KICKBACK CERTIFICATION

G-13

DATE: _____

CASE NO. _____

TO: Community Development Department
City of Spring Hill, Tennessee

RE: Property located at _____

Contract Date: _____ Contract Amount: \$ _____

Contractor: _____

KNOW ALL MEN BY THESE PRESENT:

That as a Contractor responsible for provision of goods and/or services under the above mentioned contract, neither I nor my company were forced or encouraged to forfeit any portion of the contract amount in order to be employed as contractors on this job.

Contractor

By: _____

DATE

WITNESS

To City File

CITY OF SPRING HILL TENNESSEE

CERTIFICATION OF COMPLETION AND FINAL INSPECTION

G-14

A. _____	C. _____
Applicant's Name & Property Address	Date of Final Inspection
B. _____	D. _____
Contractor's Name & Address	Date Construction Began
E. Total Amount \$ _____	

CERTIFICATIONS

CONTRACTOR CERTIFICATION

Construction work on the property identified in Block A has been satisfactorily completed in accordance with the contract. I have obtained or prepared all Warranties or Release of Liens necessary for loan closing. I further certify that there are no unpaid claims for materials, supplies or equipment, and no claims of laborers or mechanics for unpaid wages out of the performance of this contract.

Signature of Contractor _____

Title _____

Date _____

HOMEOWNER'S CERTIFICATION

I understand that the warranty lasts one year from today and that it only covers materials and work performed under this contract.

Construction work on my property has been satisfactorily completed in accordance with my contract with _____.

(Contractor)

Date _____

Signature of Homeowner _____

CERTIFICATION OF FINAL INSPECTION

Final inspection has been made of the property identified in Block A. The construction work has been completed in accordance with the contract. Final payment is authorized in the amount of \$ _____.

Signature of Homeowner _____

Community _____

Date _____

To City File
To Homeowner
To ECD
To Contractor

CITY OF SPRING HILL TENNESSEE

RECEIPT OF FINAL PAYMENT

G-15

DATE: _____

CASE NO. _____

I, _____, as a Contractor/Supplier responsible for the provision of goods and/or services under the above referenced contract, do hereby acknowledge receipt of \$ _____, which constitutes the full amount due and payable to me.

DATE

FIRM NAME

By: _____

WITNESS

**To City File
To Homeowner**

CITY OF SPRING HILL TENNESSEE

CONTRACT FOR REHABILITATION

G-16

KNOW ALL MEN BY THESE PRESENT:
COMMUNITY OF THE CITY OF SPRING HILL, TENNESSEE

THIS AGREEMENT made this _____ day of _____, 20 ____, by and between _____ hereinafter referred to as "OWNER" and _____ hereinafter referred to as "CONTRACTOR".

WITNESSETH:

The OWNER does hereby employ the CONTRACTOR to do all the work and provide all materials, tools, machinery, supervision, etc., necessary for the rehabilitation of the property known as _____ for the total sum of _____ Dollars (\$ _____), all in accordance with the estimate, plans and specifications which are attached hereto as Exhibit G-4 and expressly incorporated herein by reference and made a part hereof.

SECTION 1 General Conditions

The Bid and Proposal shall be accepted by the OWNER within ten (10) days from the date for receiving the proposal, but no work shall be commenced by the CONTRACTOR until he has received a written Proceed Order from the OWNER.

The OWNER shall issue a written Proceed Order within ten (10) days from the date of acceptance of the CONTRACTOR'S Bid and Proposal. If the order is not received by the CONTRACTOR within this ten day period, the CONTRACTOR has the option of withdrawing his bid and proposal.

The CONTRACTOR must commence work within thirty (30) days after issuance of the Proceed Order. At the option of the OWNER, this contract may be canceled by failure of the CONTRACTOR to begin work on the date specified.

The CONTRACTOR must satisfactorily complete the work within sixty (60) days after issuance of the Proceed Order in accordance with this agreement, and in good workmanlike and substantial manner.

Executive Order 11246 Requirements

Executive Order 11246, as provided in Exhibit A, shall apply and be made part of all contracts when the sum to be charged for the work is \$10,000 or more.

Prohibition Of The Use Of Lead-based Paint

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The CONTRACTOR and Subcontractors shall comply with the provisions for the elimination of lead-base paint hazards under sub-part B of said regulations. The OWNER will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

CITY OF SPRING HILL TENNESSEE

Section 3 Requirements

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 requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 2802u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the of the Section 3 covered project, 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 Section 3 covered project.
2. The parties to this contact will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the D department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contact or understanding, if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The CONTRACTOR will not subcontract with and subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant of loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFT Part 135.

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. 94B; 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 to insure compliance therewith by all subcontractors subject thereto and shall be responsible for the submission of statements required of subcontractors there under, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemptions from the requirements thereof.

CITY OF SPRING HILL TENNESSEE

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or disability. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the municipality setting forth the provisions of this non-discrimination clause.

Grievance Procedure

Disputes between the homeowner, COMMUNITY and CONTRACTOR may arise from time to time during the life of the rehabilitation project. In those instances where a mutually satisfactory agreement cannot be reached between the parties, the grievance procedure should be followed.

Issues relating to policies and procedures of the rehabilitation program.

- The grievance by the homeowner or CONTRACTOR is to be filed with the program administrator in writing.
- The program administrator will meet with the homeowner/CONTRACTOR and negotiate a solution; if this fails
- The program administrator will forward the complaint and documentation of his attempts to resolve it to the local elected body who shall make a determination.

Issues relating to complaints about the performance of the rehabilitation contract.

- The rehabilitation contract is between the homeowner and the CONTRACTOR and the following procedures must be instituted in an effort to resolve complaints.
- The homeowner must contact the CONTRACTOR initially and inform him of the grievance; if this fails --
- A written grievance is filed with the Community, and the project administrator will meet with both the CONTRACTOR and the homeowner in an effort to reach a solution; if this fails --
- The project administrator should forward the grievance to the local elected board for their deliberation; if this fails --
- The affected party may institute litigation.

The COMMUNITY should keep documents and records of the grievance procedure. The COMMUNITY may release funds to the CONTRACTOR for items on the work write-up which are completed and undisputed.

No member of the Community Development Agency staff and no officer, employee, or member of the governing body of the Public Body who exercises any functions or responsibilities in connection with the carrying out of the project to which this agreement pertains shall have any private interest, direct or indirect, in the agreement.

In the event violation of applicable codes and/or health and safety violations are discovered during construction, said violations shall be inspected by the Housing Rehabilitation inspector and OWNER and CONTRACTOR agree to add correction of the code violations and/or health and safety violations if funds are available. In the event funds are not available, the violations which

CITY OF SPRING HILL TENNESSEE

At all times, keep the premises free from accumulations of waste materials or rubbish caused by his employees at work; and at the completion of the work he shall remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials and shall leave his work "broom clean" or its equivalent. It is further agreed that all materials and equipment that have been removed and replaced as part of the work hereunder shall belong to the CONTRACTOR.

Upon completion of work, and upon final payment by the OWNER, furnish the OWNER with an affidavit certifying that all charges for materials and any other expenses incurred by the CONTRACTOR pertaining to the execution of this contract, have been paid in full, to the end that no liens of any kind or character (save and except those between the parties hereto) may be affixed against the above described property. Final payment of the contract amount will be made only after final inspection and acceptance of all work to be performed by the CONTRACTOR, and the CONTRACTOR's satisfactory releases of liens or claims for liens by the CONTRACTOR, subcontractor, laborers, and materials suppliers.

Maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the locality to assure proper accounting for all funds. These records will be available for audit purposes to the locality or the State or any other authorized representative, and will be retained for three years after contract completion unless permission to destroy them is granted by the locality. Moreover, the locality, State or any authorized representative shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

THE OWNER SHALL:

Not permit any changes or additions to the agreement, work write-up, or plans without approval of the Community. If any extras are approved, an amendment must be signed by the OWNER and the CONTRACTOR, and work will not be started until such time as sufficient funds are deposited in the escrow account.

Cooperate with the CONTRACTOR to facilitate the performance of the work, including the removal and replacement of rugs, coverings, and furniture as necessary.

Permit the CONTRACTOR to use, at no cost, existing utilities such as light, heat, power, and water necessary to the carrying out the completion of the work.

Agree to occupy the premises during the course of the construction work.

Agree to issue a written proceed order to the CONTRACTOR within thirty (30) days from the date of execution of the contract.

Have the option, in the event of any breach of this contract and with the ECD approval, to engage the services of another CONTRACTOR to complete the work and to deduct the cost of such completion from any amount due the CONTRACTOR hereunder.

Agree to place the rehabilitation funds in a housing rehabilitation escrow account as arranged by the COMMUNITY and understands that no interest will accrue on the monies placed into the account.

CITY OF SPRING HILL TENNESSEE

are more severe will be corrected first, with an appropriate change order.

This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change these provisions. Specifically, no "side" or "additional" contracts are to exist between the Homeowner and CONTRACTOR until this contract is completed unless it is a written contract, signed by both parties and must be approved by the COMMUNITY.

Change orders must be done on the appropriate form (Exhibit G-11) and must be signed by the Homeowner, CONTRACTOR, COMMUNITY official and the Tennessee Department of Economic and Community Development.

SECTION III- STATEMENT OF WORK

THE CONTRACTOR SHALL:

Perform the work diligently and in a good workmanship manner, using the materials specified or materials of at least equal quality.

Be responsible for obtaining all necessary permits for the work to be performed, and the work being done or any part thereof shall not be deemed completed until same has been accepted as satisfactory by the OWNER or by the COMMUNITY.

Be responsible for, when adjacent property is affected or endangered by any work done under this contract, taking whatever steps are necessary for the protection of the adjacent property and for notifying the OWNER thereof of such hazard.

Agree not to assign or sublet this contract without the written consent of the OWNER. The request for the assignment shall be addressed to the OWNER, c/o the Office of Community Development.

Covenant and agree to, and to hereby, indemnify, and to hold harmless and defend the OWNER, the Office of Community Development, the COMMUNITY, and State of Tennessee, their agents, servants or employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind of character, whether real or asserted, arising out of this agreement of the work to be performed hereunder. The CONTRACTOR hereby assumes all liability and responsibility for injuries, claims or suits for damages, to persons or property of whatsoever kind of character, whether real or asserted, occurring during the time the work is being performed and arising out of the performance of same.

Agree not to commence work under this agreement until all insurance required under this program has been secured and such insurance has been approved by the COMMUNITY.

After the receipt of a written proceed order from the OWNER, begin the work to be performed under this contract within fifteen (15) calendar days of the date of such order. Upon commencement of work, the CONTRACTOR hereby agrees to complete the same within sixty (60) days, time being of the essence.

Guarantee the improvements for a period of one year from the date of final acceptance of all work required by this contract. If is further agreed that the CONTRACTOR will furnish the OWNER, c/o the Office of Community Development, with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this contract.

CITY OF SPRING HILL TENNESSEE

Agree to allow payment in full to the CONTRACTOR, from the escrow account, subject to the COMMUNITY's acceptance of the Housing Rehabilitation work as satisfactorily completed in accordance with this Contract.

SECTION III - METHOD AND FORM OF PAYMENT

The CONTRACTOR shall, upon completion of the work, and before final payment by the OWNER, furnish the OWNER with an affidavit certifying that all charges for materials and any other expenses incurred by the CONTRACTOR pertaining to the execution of this contract, have been paid in full, to the end that no liens of any kind or character (save and except those between the parties hereto) may be affixed against the above described property. Final payment of the contract amount will be made only after final inspection and acceptance of all work to be performed by the CONTRACTOR, and the satisfactory releases of liens or claims for liens by the CONTRACTOR, subcontractors, laborers, and material suppliers.

The OWNER agrees to place the rehabilitation funds in a Housing Rehabilitation escrow account as arranged by the COMMUNITY and understands that no interest will accrue on the monies placed into the account.

The OWNER agrees to allow payment in full to the CONTRACTOR, from the escrow account, subject to the COMMUNITY's acceptance of the Housing Rehabilitation work as satisfactorily completed in accordance with this Contract.

SECTION IV - CONFLICT OF INTEREST

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her 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. Further, the CONTRACTOR shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set out their signatures.

(CONTRACTOR)

(OWNER)

(SIGNATURE)

(SIGNATURE)

DATE

DATE

WITNESSED BY

WITNESSED BY

CITY OF SPRING HILL TENNESSEE

EXHIBIT A

3. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
- (1) As used in these specifications:
- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central of South American or other Spanish culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);
and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to good faith efforts to achieve the Plan goals and timetables.

CITY OF SPRING HILL TENNESSEE

- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs (7)a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, Intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with

CITY OF SPRING HILL TENNESSEE

- l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- (8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7)a through p. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (7) through p of these Specifications provided that the Contractor actively participates in the groups, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's noncompliance.
- (9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and

CITY OF SPRING HILL TENNESSEE

whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under (7)b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc. by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date of the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

CITY OF SPRING HILL TENNESSEE

cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties these shall be in violation of these specifications and Executive Order 11246, as amended.

- (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulation, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractor shall not be required to maintain separate records.
- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

CITY OF SPRING HILL TENNESSEE

CONTRACTOR'S DATA FORM

G-17

FIRM NAME _____ DATE _____

BUSINESS ADDRESS _____ PHONE _____

Names and Addresses of all owners, partners, and, if a corporation, the names of major stockholders and officers: _____

YEARS IN BUSINESS _____ LIST ALL CONSTRUCTION EXPERIENCE: _____

SUBCONTRACTORS YOU USE OR MATERIAL SUPPLIERS: _____

BUSINESS REFERENCES: (Local banks, etc.) _____

Name, address and phone number of the last three (3) customers for whom you have performed home improvement work: _____

The undersigned Contractor certifies that all information given herein is correct and further agrees:

1. That if the work is found to be unsatisfactory by the inspector or if contract relations between the contractor and the homeowner are found to be unsatisfactory, the contractor's name may be removed from the approved list, with such accompanying publicity as deemed necessary.
2. That required insurance and bond will be provided.
3. That the contractor will abide by U.S. Department of Housing and Urban Development regulations pertaining to equal employment opportunity.

Date: _____ Signed: _____

Reviewed by: _____

To City File

CITY OF SPRING HILL TENNESSEE

LEAD-BASED PAINT QUICK REFERENCE GUIDE

G-19a

1. Property receiving less than or equal to \$5,000 per unit

- * Provision of pamphlet
- * Paint testing of surfaces to be disturbed, or presume LBP
- * Safe work practices in rehab
- * Repair disturbed paint
- * Notice to occupants
- * Clearance testing of worksite

2. Property receiving more than \$5,000 and up to \$25,000 per unit

- * Provision of pamphlet
- * Paint testing of surfaces to be disturbed, or presume LBP
- * Risk Assessment
- * Interim controls/Standard treatments
- * Notice to occupants
- * Clearance testing of entire unit and common areas

3. Property receiving more than \$25,000 per unit

- * Provision of pamphlet
- * Paint testing of surfaces to be disturbed, or presume LBP
- * Risk Assessment
- * Abatement of LBP hazards
- * Notice to occupants
- * Clearance testing of entire unit and common areas

CITY OF SPRING HILL TENNESSEE

LEAD-BASED PAINT QUICK REFERENCE GUIDE

G-19a

1. Property receiving less than or equal to \$5,000 per unit

- * Provision of pamphlet
- * Paint testing of surfaces to be disturbed, or presume LBP
- * Safe work practices in rehab
- * Repair disturbed paint
- * Notice to occupants
- * Clearance testing of worksite

2. Property receiving more than \$5,000 and up to \$25,000 per unit

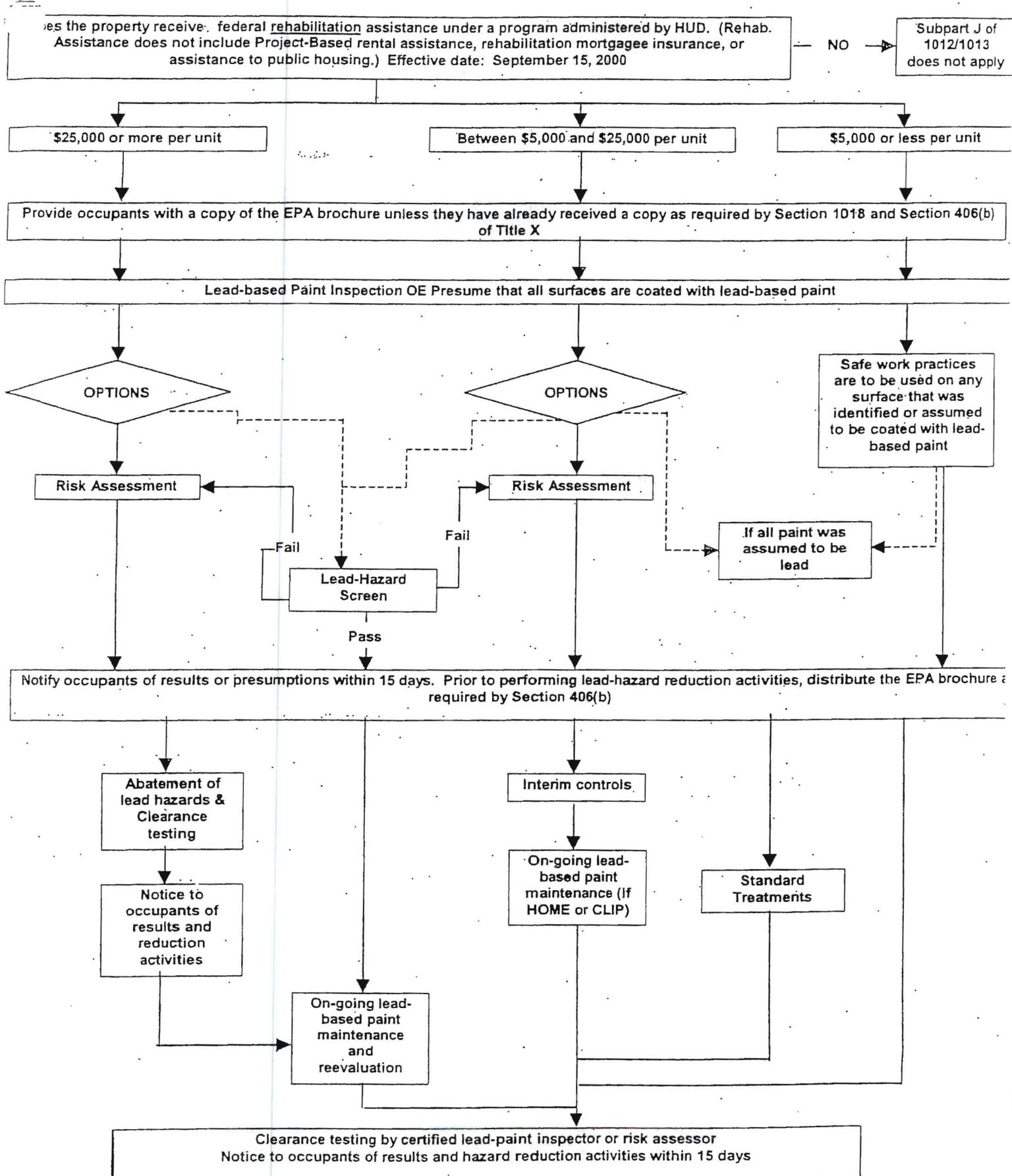
- * Provision of pamphlet
- * Paint testing of surfaces to be disturbed, or presume LBP
- * Risk Assessment
- * Interim controls/Standard treatments
- * Notice to occupants
- * Clearance testing of entire unit and common areas

3. Property receiving more than \$25,000 per unit

- * Provision of pamphlet
- * Paint testing of surfaces to be disturbed, or presume LBP
- * Risk Assessment
- * Abatement of LBP hazards
- * Notice to occupants
- * Clearance testing of entire unit and common areas

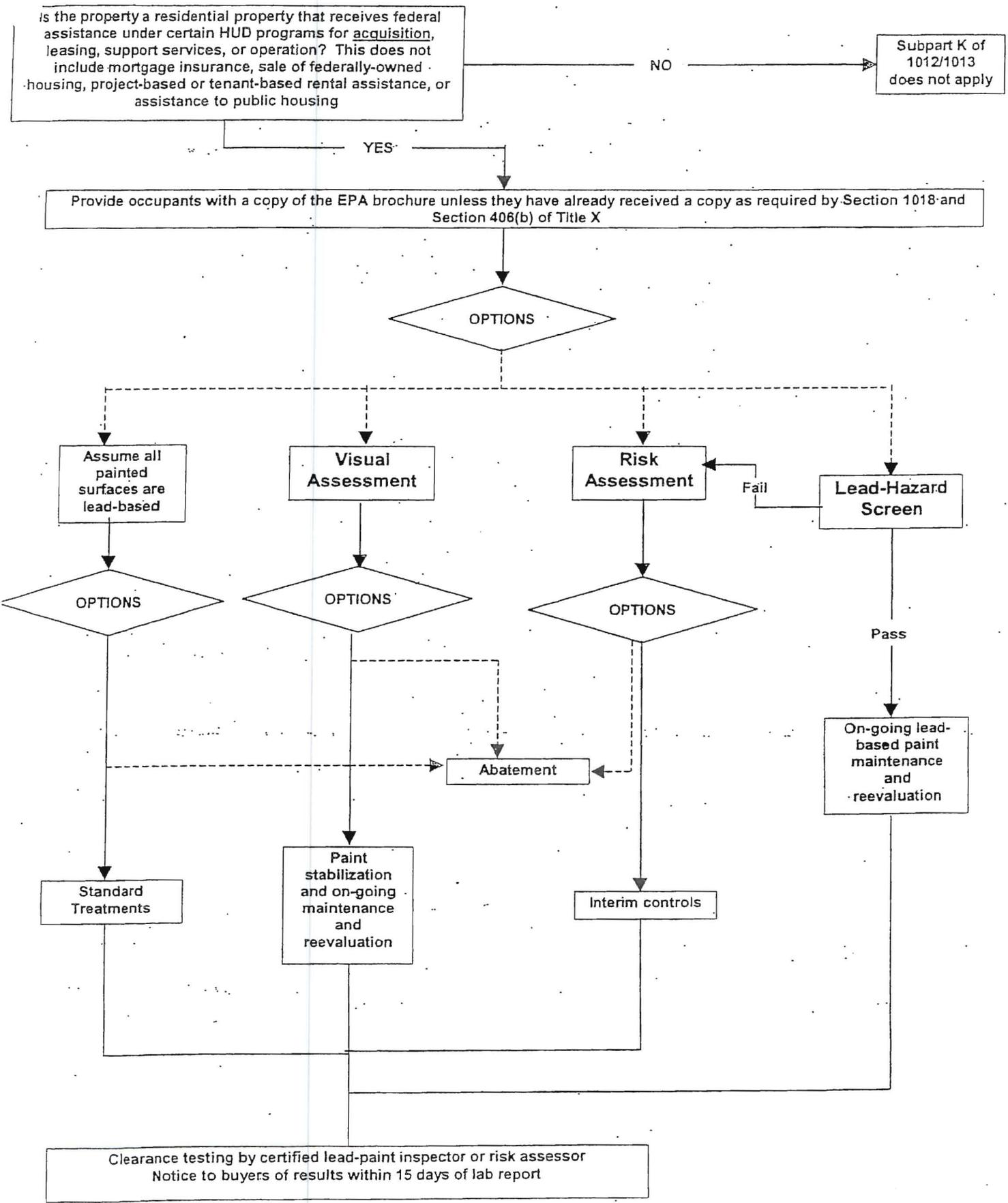
LEAD BASED PAINT – REHABILITATION PROCESS

G-19b



LEAD BASED PAINT – ACQUISITION PROCESS

G-19c



JOINT EPA - HUD MEMORANDUM



U.S. ENVIRONMENTAL
PROTECTION AGENCY
WASHINGTON, D.C. 20640

U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-3000



APR 19 2001

Dear Colleague:

This letter clarifies the Title X requirements for rehabilitation and lead hazard reduction in property receiving up to \$25,000 per unit in Federal rehabilitation assistance under regulations issued by the Department of Housing and Urban Development (HUD). This letter also clarifies the definition of "abatement" under regulations issued by the Environmental Protection Agency (EPA) and HUD. Both agencies issued their regulations under the authority of Title X of the 1992 Housing and Community Development Act, which among other things amended the Toxic Substances Control Act. EPA and HUD are working together to ensure that these two regulations complement each other to ensure that children are protected from lead-based paint hazards.

EPA is authorized to set minimal standards for all lead-based paint abatements, inspections, and risk assessments. This includes establishing training and certification requirements and work practice standards for individuals and firms engaged in those activities, and developing hazard standards. While EPA regulations do not mandate abatement, they require that whenever abatement activities occur by design, they be performed by certified personnel. EPA also authorizes states and tribes to operate their own training and certification programs to address inspections, risk assessments, and abatement if they demonstrate that they are at least as protective as the EPA program and provide for adequate enforcement. Because authorized state and tribal programs may differ from the EPA training and certification program, individuals and firms working in these areas must check with the authorized state or tribe to ensure compliance with those requirements. Local jurisdictions may also have requirements for lead hazard control.

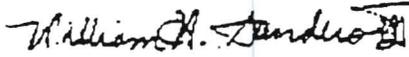
HUD is authorized to require lead-based paint hazard control measures in federally-assisted housing, community development, and loan guarantee programs, and to provide grants to address lead-based paint hazards in low-income, privately-owned dwelling units. HUD's Lead Safe Housing Rule, also issued under the authority of Title X, requires that each recipient of Federal rehabilitation assistance less than \$25,000 per unit must reduce lead-based paint hazards, through either interim controls or, if desired, abatement (this does not include public housing authorities conducting modernization). With limited exception, recipients conducting Federally assisted rehabilitation of more than \$25,000 per unit must abate lead-based paint hazards.

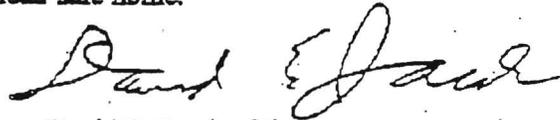
Pursuant to Title X, both EPA's and HUD's regulations define abatement generally as any measure or set of measures *designed* to permanently eliminate lead-based paint hazards, including occupant protection and safe work practices. Whenever activities intended to permanently eliminate lead hazards are being conducted, EPA and HUD consider such activities

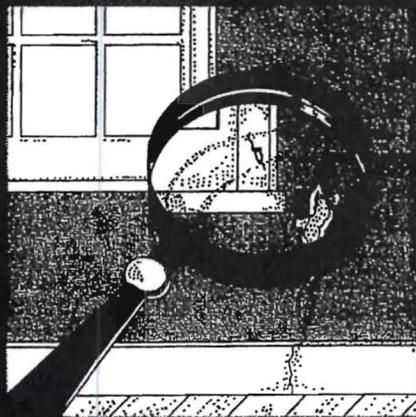
regulations are being violated should send a written complaint and supporting documentation to:

John P. Kennedy
Associate General Counsel for Finance and Regulatory Enforcement
U. S. Department of Housing and Urban Development
451 Seventh St., SW
Washington, DC 20410

When fully implemented, these requirements will help to ensure that every child living in federally-assisted housing will have a lead-safe home.


William H. Sanders, III, Director
Office of Pollution Prevention and Toxics
U.S. Environmental Protection Agency


David E. Jacobs, Director
Office of Healthy Homes and Lead Hazard Control
U.S. Department of Housing and Urban
Development



Protect Your Family From Lead In Your Home

 **EPA** United States
Environmental
Protection Agency

 United States
Consumer Product
Safety Commission

 United States
Department of Housing
and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

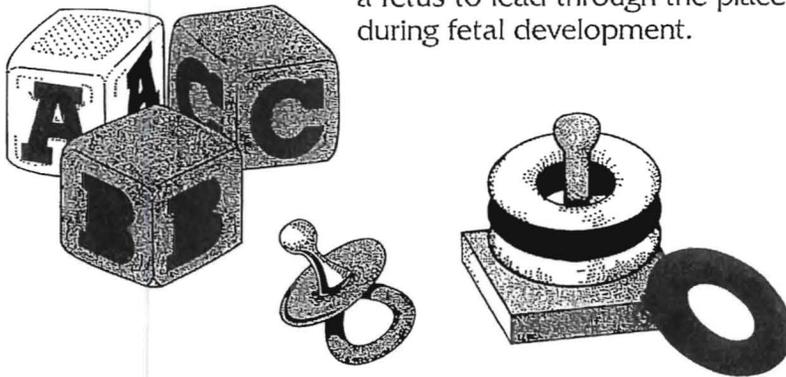
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

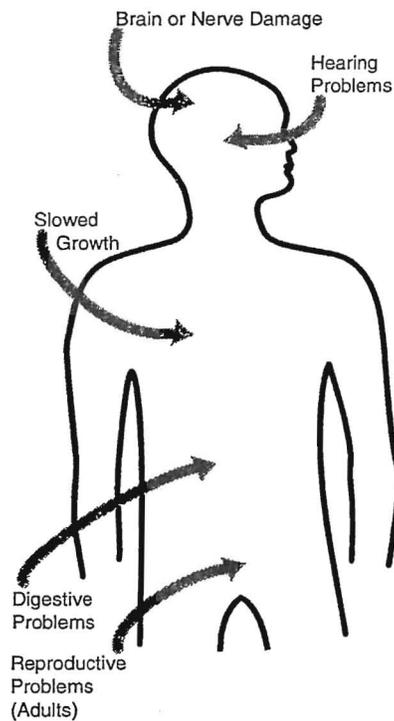
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects
the body in
many ways.**

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

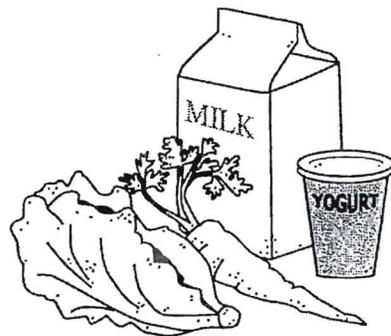
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

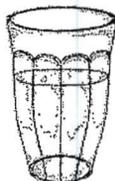
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



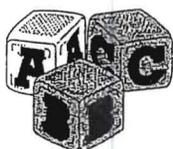
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.



- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted **toys** and **furniture**.
- ◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.

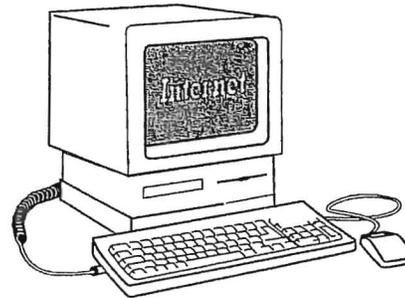


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

This document is in the public domain. It may be reproduced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



Recycled/Recyclable

Printed with vegetable oil based inks on recycled paper
(minimum 50% postconsumer) process chlorine free.

CITY OF SPRING HILL TENNESSEE

STATUS OF COMPLIANCE WITH LEAD-BASED PAINT REGULATIONS

G-19f

To be submitted with project set-up, contract, and work-write-up.

Project Name and Address: _____

1. Check applicable box (es)

_____ Lead based paint inspection _____ Risk Assessment

_____ Presumption of LBP _____ Post 1977 Housing

2. If inspection/risk assessment performed:

Name of Inspector/Risk Assessor _____

Company _____

3. Were lead Based Paint Hazards Identified?

_____ Yes _____ No

4. If yes, were corrective measures added to the original work-write-up?

_____ Yes _____ No

5. Type of Lead-Activity to be conducted:

_____ Interim controls _____ Abatement

_____ Standard treatments _____ None

6. Is relocation necessary?

_____ Yes _____ No

7. Estimated cost of lead work: \$ _____

Administrator: _____ Date: _____

CITY OF SPRING HILL TENNESSEE

CLEARANCE ORDINANCE

G-20

An ordinance for the purpose of promoting the public health, safety and general welfare which prohibits the accumulation of weeds, junk cars, abandoned appliances and other debris identified by the code enforcement officer/building inspector.

BE IT RESOLVED BY THE COMMUNITY COUNCIL OF THE CITY OF SPRING HILL, TENNESSEE, DULY ASSEMBLED IN REGULAR SESSION ON _____, 20 __, A QUORUM BEING PRESENT, THE FOLLOWING:

SECTION 1 Unlawful to Allow Weeds, Junk Cars, Abandoned Appliances and Other Debris to Accumulate on the Premises

The owners of all lots or property within the corporate limits of the COMMUNITY of the City of Spring Hill, Tennessee are hereby required to cut, trim, or remove all weeds, grass, tree branches and offensive or hazardous materials from the site. It shall be unlawful for any person to allow junk cars, abandoned appliances and other debris to accumulate on property under his control.

This ordinance shall be enforceable when it is determined by the Building Inspector/Code Enforcement officer, that a nuisance or a Health Hazard exists.

SECTION II Definitions

The purpose of this section is to eliminate ambiguity by providing full definition of certain words which are used in this ordinance.

- (a) *Weeds* shall mean any of various usually common or abundantly growing plants measured to be a minimal of one foot in height, measuring from the base of the plant at ground - surface level.
- (b) *Grass* shall mean any of numerous plants of the family Graminea measured to be a minimal of one foot in height measuring from the base of the plant at ground - surface level.
- (c) *Offensive or Hazardous Materials* shall mean any tangible or intangible material which is disagreeable to the senses, and/or a material which may be dangerous to the environment or the people.
- (d) *Junk Car* shall mean any automobile or any motor vehicle manufactured for transportation which is incapable of being self-propelled upon the public streets or which does not meet the requirements for operation upon the public streets including current licenses and registration also, if the vehicle is not functional within 60 days of the notice and registered within 60 days is considered a junk car.
- (e) *Abandoned Appliances* shall mean any manufactured appliance(s) not functional and not manufactured presently used for its manufactured purpose.

CITY OF SPRING HILL TENNESSEE

SECTION III Notice to Clean Up Premises by OWNER

Upon the failure of any OWNER to cut, trim, and remove all weeds, grass, tree branches, and offensive or hazardous materials and/or junk cars, abandoned appliances, and other debris as noted in the first section of this ordinance, it shall be the duty of the Building Inspector/code Enforcement Officer, to serve a notice mailed by certified mail to the last known address of the person or persons having control over the offending premises, or such notice may be served personally to the OWNER of the property or may be posted on the property in which the violation exists. Service of notice shall consist of any of the above methods and shall state:

You are hereby notified that the premises under your control, being (property description) have been found to be in an unsanitary, unhealthy and unattractive condition.

You are directed by the COMMUNITY of Spring Hill, Tennessee to remove all accumulation of _____ (weeds, grass, tree branches, offensive or hazardous materials to include junk cars, abandoned appliances and other debris) from the premises within the next five (5) days at your own expense.

Should you fail to act upon this directive within the above described time, the COMMUNITY shall take appropriate action.

SECTION IV Cleaning Up the Premises by the COMMUNITY

The OWNER of all lots or property in violation may request that the COMMUNITY of Spring Hill, Tennessee clean up the premises with the property OWNER reimbursing the COMMUNITY for the costs incurred by the COMMUNITY for such cutting, cleaning or removal of his, her or their property, and all such costs and payment methods shall be set by the COMMUNITY.

Upon the failure of any OWNER of lots or property to cut/remove or to cause to be cut/removed all violations specified in this ordinance upon the property described in the sections above, within five (5) days thereof, the street department, acting through the direction of public works and at his direction, is authorized and directed to cut/remove or have cut/removed, trimmed, clipped, or cleared all such violations as specified in this ordinance and a statement of the cost thereof shall be prepared by the office of the director of Public Works and filed with the COMMUNITY recorder for collection. Pursuant to the authority conferred by the General Assembly of Tennessee, a tax lien may be declared on such property for all costs and expenses, of cutting, clearing, or removing incurred are not reimbursed to the COMMUNITY by the property OWNER after submission of statement of costs.

SECTION V Collection of costs Incurred by the COMMUNITY

Upon receipt of such statement of costs, the COMMUNITY recorder shall bill the OWNER, by certified mail, in a manner similar to that followed in mailing monthly utility bills, for the amount of the costs incurred by the COMMUNITY for such cutting or clearing of his property and all such bills or charges shall bear interest at the rate of ____ % per annum, during that period of time commencing thirty (30) days after the date of mailing such bills or statements of charges and ending on the date of payment. At the same time unpaid real estate taxes are certified or turned over to the

CITY OF SPRING HILL TENNESSEE

COMMUNITY attorney for collection, the COMMUNITY recorder may also certify or turn over to him for collection all unpaid and uncollected bills or charges for the cutting, trimming, or removal of the accumulated debris specified in this ordinance, and the COMMUNITY attorney shall file suit or take such other steps as may be necessary to enforce the lien for same on such property.

SECTION VI Administration

The COMMUNITY Building Inspector shall be responsible for the administration and enforcement of this ordinance.

SECTION VII Attorney's Fee for Collecting Costs

All uncollected sums for the cutting, trimming, and removal of the accumulated debris, as specified in this Ordinance, for each year, including interest and all costs incurred by the COMMUNITY for remedying the specified violation, after notice to the property OWNER as herein provided, are hereby declared to be a special tax to be collected as other general taxes levied by the COMMUNITY, including real estate taxes and special assessments. When placed in the hands of the COMMUNITY attorney for collection, ___ % of the unpaid charges for such costs incurred by the COMMUNITY shall be added to the principal and interest for the attorney's services in making such collections and retained by him.

SECTION VIII That This Ordinance Shall Take Effect From and After Its Adoption, Public Welfare Requiring It

On motion of _____, seconded by a _____, foregoing was adopted by a vote of _____ to _____, by the COMMUNITY of Spring Hill, Tennessee, this _____ day of _____, 20____.

**GENERAL
SPECIFICATIONS
FOR
HOUSING
REHABILITATION
AND CONSTRUCTION**

TABLE OF CONTENTS

	PAGE
<u>DIVISION - 1</u>	
GENERAL REQUIREMENTS	1
<u>DIVISION - 2</u>	
SITE CONSTRUCTION	10
02000 Demolition	
02100 Excavation and Backfill	
02200 Earthwork	
02280 Termite Control	
02500 Paving	
02800 Fence	
<u>DIVISION - 3</u>	
CONCRETE	15
<u>DIVISION - 4</u>	
MASONRY	16
<u>DIVISION - 5</u>	
METALS	18
<u>DIVISION - 6</u>	
WOOD AND PLASTICS	19
06100 Rough Carpentry	
06200 Finish Carpentry	
06300 Exterior Siding	
06400 Interior Architectural Woodwork (Cabinets)	
<u>DIVISION - 7</u>	
THERMAL AND MOISTURE PROTECTION	23
07200 Insulation	
07300 Asphalt Shingles	

07600 Flashing and Sheet Metal
07900 Sealants

DIVISION - 8

DOORS AND WINDOWS 27
08200 Doors
08500 Windows
08800 Glass and Glazing

DIVISION - 9

FINISHES 31
09200 Lath, Plaster and Stucco
09200 Gypsum Wallboard
09300 Ceramic Tile
09500 Wood Floors
09500 Resilient Floors
09600 Carpet
09600 Underlayment
09900 Painting

DIVISION - 10

SPECIALTIES 38
10200 Louvers and Vents
10400 Signs and Mailbox
10800 Toilet and Bathroom Accessories

DIVISION - 11

EQUIPMENT 40
11400 Kitchen Appliances

DIVISION - 12

NOT USED

DIVISION - 13

SPECIAL CONSTRUCTION 41
13100 Storage Buildings

DIVISION - 14

NOT USED

DIVISION - 15

MECHANICAL

42

15000 Basic Mechanical

15400 Basic Plumbing

DIVISION - 16

ELECTRICAL

45

16000 Basic Electrical

APPENDIX A

NON-AMBULATORY ACCESSIBLE REQUIREMENTS

47

APPENDIX B

SEMI-AMBULATORY ACCESSIBLE REQUIREMENTS

48

ADDENDUM to all work write-ups.

REMINDERS

The following are reminders of construction expectations shown either on the drawings, or in the specifications, or required by codes, or as a general requirement of this Grantee representative.

1. When replacing or adding gutters to roof edge, or fascia, **No spike & ferrule allowed**, only Hangers.
2. When replacing a roof, Black is not an option for color.
3. **Exterior doors to be 3'-0" x 6'-8"**, typical, with "Half Glass" and 9 lite grills unless lack of room or special circumstances warrant and permission is obtained. In no case will doors be less than 2'-8" x 6'-8".
4. **All interior passage doors to be minimum 2'-8" x 6'-8"**, (even in walls not renovated).
5. **All corridors to be 3'-4" wide**, minimum, unless special circumstances warrant and permission obtained. In no case will corridors be less than 3'-0" wide.
6. All bedroom windows must be in operating condition whether replaced, or repaired and refurbished, or not specifically mentioned at all.
7. If replacing electrical outlets (or doing any remodeling at all) to Bathroom or Kitchen, **GFCI outlets or circuit must be installed** (if not already present).
8. Smoke detectors are required whether mentioned or not. If more than one level to the house, add more smoke detectors per code.
9. When fitting a house for wheelchair, **no bumps over 1/4" are allowed** - even at the threshold of a door. Changes over 1/4" require a ramp as described in ADA.
10. When fitting a house for accessibility, be sure it fits the needs and limitations of the owner - within reasonable ADA requirements.
11. When remodeling Bathrooms, always include 2 x 6 wood backup, minimum, for the future addition of grab bars and don't cover with drywall until approved.

These specifications follow the CSI Specifications 16 Division format (more or less). They are abbreviated and intended for simple housing reconstruction and rehabilitation only. The contractor is expected to use construction practices and materials that are common to the industry, even if not covered exactly in these specifications.

DIVISION 1 - GENERAL REQUIREMENTS

SUMMARY

1.01 The work shall include all labor, materials, equipment, permits, drawings and completion of all the work identified and reasonably inferred as necessary to produce the intended results, per the Contract Documents.

CONTRACT DOCUMENTS

1.02 Contract Documents shall consist of the Agreement, The General Conditions of the Contract, the itemized list of the work descriptions stated in the Reconstruction Bid Document, the General Specifications for Housing Reconstruction or the General Specifications for Housing Rehabilitation and Construction, Appended Diagrammatic Drawings and Lists, all addenda issued prior to execution of the contract and all other modifications as subsequently agreed to in writing by all parties.

1.03 Contract Documents are complementary and what is required by any shall be required by all.

1.04 By executing the contract, the Contractor or authorized representative affirms that they have visited the rehabilitation site, become familiar with conditions under which the work is to be performed and correlated any observations with the requirements of the Contract Documents.

1.05 One set of the Bid Document and Addenda or Change Orders shall remain at the rehabilitation site for the duration of the work until a Completion Certificate has been signed by the property owner and the Grantee's representative.

GRANTEE

1.06 Nothing contained in the Contract Document shall create any contractual relationship between the Grantee and the Contractor.

1.07 The Grantee shall provide General Administration of the Contract and shall at all times have access to the work.

1.08 The Grantee will endeavor to guard the Owner against defects and deficiencies in the work of the Contractor and will reject work not conforming with the Contract Documents or is found to be industry sub-standard.

1.09 The Grantee will not be responsible for the Acts or Omissions of the Contractor.

OWNER

1.10 The Owner is the person identified in the Agreement and shall issue all instructions to the Contractor through the Grantee.

1.11 The Owner will provide access at all reasonable hours and is responsible to the Contractor for damages to the work incurred through acts of the owner.

CONTRACTOR

1.12 The Contractor shall supervise and direct the work and be solely responsible for all Construction means, methods, techniques, sequences and procedures for coordinating all portions of the work.

1.13 The Contractor shall enforce strict discipline and good order among the employees and shall not employ on the Work any unfit person or any one not skilled in the task assigned to them.

1.14 The Contractor warrants to the owner that all materials and equipment furnished under the Contract will be new unless otherwise specified and that all work will be of good quality free from faults and defects and conforming to the Contract Documents. Work shall be accomplished by craftsman skilled in the various trades in a manner consistent with the standards of the various trades. Work shall conform to all applicable codes and the Construction Schedule.

1.14a The Contractor is duty bound to report any conflicts due to codes, schedule, and Documents and to report any such conflicts, in writing, before beginning work on portions affected by the possible conflict.

1.15 The Contractor shall pay required taxes and secure and pay for all permits, fees and licenses required. The Contractor shall be responsible to the owner for the acts and omissions of all employees, sub-contractors and all persons performing the work under the Contract.

1.16 The Contractor shall do all cutting, fitting and patching as required to make

all parts fit properly, and keep the premises free from accumulation of waste materials, or rubbish resulting from the work. The work is not complete until all glass is clean and the construction area is clean of all dirt, dust and debris resulting from the work.

1.17 The Contractor shall forward all communications to the Owner through the Grantee.

1.18 The Contractor shall indemnify and hold harmless, the Owner and the Grantee and any of their representatives from all claims, damages, losses and expenses resulting from performance of the Work providing that any such claim is caused in whole or in part by negligent act or omission by the Contractor or anyone employed for the Work.

SUBCONTRACTORS

1.19 The Subcontractors shall be bound by all applicable terms and conditions of the Contract.

TIME

1.20 By submitting an executed bid, the Contractor agrees to commence work as stated in the Contract Document and carry the work expeditiously with adequate forces and shall complete the work within the time stated in the Construction Schedule and Contract Document.

PAYMENT

1.21 The contract sum stated in the Agreement is the total amount payable by the Owner under the Contract.

1.22 The written request for Final Payment from the Contractor shall constitute a representation to the Owner and the Grantee that all work has been completed in accordance with the requirements of the Contract Documents and with all applicable code requirements.

1.23 The Grantee may withhold payment in whole or part as necessary to protect the Owner from loss because of defective work not remedied or where third party claims have been filed. When the aforementioned grounds are removed, payment shall be made.

1.24 Acceptance of final payment will constitute a waiver of all claims by the Contractor.

PERSON AND PROPERTY PROTECTION

1.25 The Contractor shall take all reasonable precautions for the safety of or damage prevention to all persons on the work; all the materials and equipment incorporated or to be incorporated in the work; and all property at or adjacent to the site. Compliance with all applicable laws, ordinances, rules and regulations relevant to the safety of persons or property is required.

INSURANCE

1.26 The Contractor shall be responsible from the commencement of work for all injury or damage of any kind resulting from this work to persons or property. In addition to the liability imposed upon the Contractor on account of bodily injury, including death or property damaged suffered through the Contractor's negligence, which liability is not impaired or otherwise affected hereby, the Contractor assumes the obligation to save the Owner and to indemnify the Owner from every expense, liability or payment arising out of or through injury, including death, to any person on any place in which work is located arising out of or suffered through any act or omission of the Contractor or any Subcontractor or anyone either (1) directly or indirectly employed or (2) under the supervision of any of them in the prosecution of the work included in this Contract.

1.27 The Contractor shall prior to receipt of bids, have on file with the Grantee or their agent, a certificate from their insurance company showing assurance of Worker's Compensation coverage or a certificate from the State Worker's Compensation Board showing proof of ability to pay compensation directly.

1.28 Certificates of insurance must be on file with the Grantee prior to receipt of bids, for:

Contractor's General Liability Insurance:

To be taken out in the name of the Contractor as insured as follows
(contractor must meet state coverage amounts and amounts listed

below):

Comprehensive General Liability:

Bodily injury, including death with limits of \$100,000 each occurrence and \$500,000 aggregate.

Property Damage:

With limits of \$50,000 each occurrence and \$250,000 aggregate.

Coverage to be included:

Independent Contractors

Products and Completed Operations
Blanket Contractual
XCU (Explosion, collapse & underground coverage)
Broad Form Property Damage

1.29 In addition to coverage stated above, the contractor when taking sole control of property, shall maintain in the name of the Contractor and the Owner as insured a standard Fire and Builders Risk policies on any existing structure undergoing alterations, repairs or additions and upon materials in and adjacent thereto which are to be made a part of the insured structure to 100% of the insurable value thereof, covering fire, extended coverage vandalism, and malicious mischief Policy must be endorsed to include alterations, repairs and additions with no limit on vacancy or unoccupied. Certificate of Insurance must be sent to the Grantee or their authorized agent and the Owner.

CHANGES IN THE WORK

1.30 The Owner may, without invalidating the Contract, request changes in the work within the scope of the Contract consisting of additions, deletions or revisions.

1.31 Should concealed conditions be encountered which are not recognized as inherent to the nature of the work called for, the Contractor shall immediately notify the Grantee for identification of changes required in the work.

1.32 All such changes shall be executed in writing by the Grantee upon agreement between the Owner and the Contractor. The Contract Sum and the Contract time shall be adjusted accordingly.

1.33 The cost or credit to the Owner shall be determined by mutual acceptance of a lump sum, or agreed to hourly rate with a guaranteed maximum cost.

1.34 The Owner shall not be responsible to the Contractor for any changes in the Contract Sum until the Change Order has been mutually agreed upon and signed.

NOT COVERED AND CORRECTION OF THE WORK

1.35 If any work should be covered prior to acceptance of the Grantee or regulating Agency, it must, if required, be uncovered and replaced at the Contractor's expense.

1.36 The Contractor shall promptly correct all work rejected by the Grantee as defective or failing to comply with 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 work.

TERMINATION OF THE CONTRACT

1.37 If the work is stopped for a period of thirty (30) days under an order of any court or public authority as a result of an Act of Government, and through no fault of the Contractor, a subcontractor or their employees, the Contractor may upon seven days written notice, terminate the Contract and recover payment for all acceptable work executed.

1.38 If the Contractor is adjudged or bankrupt, or on account of his insolvency, a receiver is appointed or by persistently or repeatedly refusing or failing to supply enough properly skilled workers or proper materials, or disregards applicable laws, ordinances, rules and regulations or is otherwise guilty of a substantial violation of the Construction Schedule or Contract Documents including not completing work by the time stated in the contract agreement, the Owner upon seven day written notice may terminate the Contract.

ANTI-KICKBACK REGULATIONS

1.39 The contract shall comply with all applicable "Anti-Kickback" regulations.

1.40 No member of the Grantee and no officer, employee or agent of the Grantee shall have any personal interest, direct or indirect, in the Contract or in the entity designated by the Agreement as the Contractor.

NON-DISCRIMINATION

1.41 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religions, sex or national origin, and will take affirmative action to ensure that applicants and/or that employees are treated without regard to their race, color, religion, sex or national origin.

SUMMARY OF WORK

1.42 All general construction work and related items including building equipment, heating, ventilation and air conditioning, plumbing and electrical work required to complete the alteration and/or addition to the existing building in accordance with the drawing(s), Bid Document and these Specifications shall be included in a single or general contract.

1.43 It is understood that, except as otherwise specifically stated in these documents, the Contractor shall provide and pay for all materials, labor, tools,

equipment, connections, transportation, and necessary services, facilities and cost of every nature whatsoever necessary to execute and complete the entire work being done under the Contract and deliver it complete in every respect.

1.44 No work under this Contract shall begin prior to issuance by the Grantee at the Owner's request, of a written Proceed Order. The Contractor shall begin work within fifteen (15) days after receiving the Proceed Order.

1.45 All work shall progress in an orderly manner as stipulated in the Construction Schedule. The Construction Schedule must be fully adhered to by the Contractor unless otherwise approved in writing by the Grantee.

1.46 Labor and / or material required to complete work called for on the Drawing(s), Bid Document or Specifications are to be performed and/or furnished in as faithful and through a manner as if noted by both.

1.47 If work is required in a manner to make it impossible to produce first class work, or should a discrepancy appear in the Documents, the contractor shall request interpretation before proceeding. If no request is made, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner.

1.48 It is the purpose of the Plans, Bid Document and Specifications to provide, to the Owner, a complete building. The Contractor will furnish and install all items whether specifically shown or specified, that are necessary or required to furnish a complete watertight, weatherproof, workable building, and to adhere to all applicable codes, regulations and/or ordinances.

1.49 The application of finishes required for designated rooms shall be interpreted to include all closets opening into designated rooms.

1.50 The General Contractor shall be held solely responsible for the completed building. The assignment of tasks and obligations to Sub-contractors is the sole responsibility of the General Contractor.

1.51 It shall be the responsibility of the Contractor to coordinate the work of all trades.

1.52 The Contractor shall not require or permit any labor or mechanic employed in the performance of this Contract to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his health as determined by Section 107 of the Contract Work hours and Safety Standards Act.

1.53 Allowance requirements shall adhere to all applicable provisions of the General Conditions and other Sections of these Specifications.

1.54 Allowances for products shall include: cost of product, all taxes, and delivery to site, unless otherwise specified. The allowance amount shall not include labor, installation and finishing, unless otherwise noted.

1.55 The Contractor shall furnish invoices to the Grantee on all expenditures covered under allowances.

1.56 List of allowances shall be itemized on the Bid Document for each job.

1.57 If the Owner chooses an item which is less than the maximum allowance amount, the Owner shall not receive any credit back. Maximum allowance is stated for the Contractor bid purpose and it is the Owner's discretion on which item he/she chooses within the maximum allowable amount.

1.58 All alternative requirements are subject to applicable provisions of the General Conditions and other Sections of these Specifications.

1.59 The Contractor may at his own option, recommend alternatives after he has been awarded the low bid. This shall in no way relieve him of the obligation to perform the work described by the Bid Document unless an alternative is accepted in writing by the Grantee and the Owner.

TEMPORARY FACILITIES AND CONTROLS

1.60 The Contractor shall maintain one copy of the Bid Document and all modifications, on the job site at all times.

1.61 The Contractor shall maintain adequate protection of all work from injury due to weather, frost, accident or their cause, and shall protect the Owner's property from injury arising in connection with this Contract. All hazardous openings shall be adequately covered and flagged during non-working hours.

1.62 The Contractor shall keep the building and construction area clear of all rubbish.

1.63 The Grantee may post a sign in a conspicuous location at the job site, if request by the local governmental body. No other signs will be allowed at the job site.

1.64 Unless specifically stated in the Documents, the residents will maintain occupancy of their existing home during housing rehabilitation / construction. Access of

the work force and protection of the work should be coordinated with the resident by the Contractor. Any difficulty which would affect the ability of the Contractor to faithfully fulfill the Contract should be immediately reported to the Grantee.

1.65 All pavement or yards disturbed or damaged as a result of construction work under this Contract during housing rehabilitation / construction shall be repaired to the satisfaction of the Grantee and the Owner.

1.66 The Contractor shall notify the Grantee five (5) days prior to the date of Completion and Final Inspection. Final payment will not be made until the project has been fully accepted by the Owner, the Grantee and any other party stated in the Contract Documents, which includes a properly executed Notice of Completion Certificate.

1.67 The period of the guarantee shall commence with the Final Acceptance of the work. The Contractor will furnish the Grantee at time of Final Inspection; all written guarantees and certificates of code compliance inspections as required by these Specifications.

END OF SECTION

DIVISION 2 - SITE CONSTRUCTION**02000 Demolition**

2.00 Demolition includes the demolition, removal and patching of all or part of property improvements and structures as designated by the Bid Document.

2.01 The Contractor must coordinate demolition work with all authorities and utilities having jurisdiction and/or affected by the work.

2.02 The Owner assumes no liability for the condition of the structures to be demolished.

2.03 All items and materials removed, unless expressly excluded, become the responsibility and property of the Contractor.

2.04 The use of any explosives is expressly forbidden.

2.05 Removed and salvaged items shall be promptly removed from site. No storage or sale of salvage will be permitted on site.

2.06 Demolished buildings or portions are required to be cleared. Foundations shall be demolished to at least 12" below grade unless otherwise specified. Remove all below grade wood, metal and organic material. Back fill all resulting holes and depressions.

2.07 Conduct demolition operations so as to prevent damage to persons, property, structures and utilities which are to remain. Provide proper temporary shoring and bracing as required to prevent movement, settlement or collapse of construction to remain. Provide temporary closure of all openings as required for moisture protection and security. Install and maintain all barricades, flagged areas and warnings for any possibly unsafe area during demolition and construction.

2.08 Promptly repair all damages to other facilities and surfaces resulting from demolition work. Promptly notify utilities and arrange for any repairs or abandonment.

02100 Excavation and Backfill

2.10 Excavation includes the clearing of all paving, trees (including root structure), fencing and all objects related to demolition or construction. Do not burn cleared material at the site.

2.11 Excavate under buildings as necessary to produce desired floor finish or clearances. Footings shall rest on undisturbed soil at least 1'-1" below finish grade.

Excavations shall be plumb, level and clean.

2.12 Excavate under paving as necessary to produce finish surface levels compatible with adjacent ground or construction. Fill all soft or low areas, ruts, erosion, holes, depressions and animal burrows. Fill and compact in 8" layers during dry weather. Grade site to drain away from all structures and to public drainage systems in a manner which will prevent standing water, soil saturation or erosion. Dispose of excess material and debris upon approval of the Grantee or their representative.

2.13 Coordinate the excavation work with utilities to avoid damages to service lines and to provide for protection, relocation or abandonment as necessary.

02200 Earthwork

2.20 Earthwork includes all necessary clearing, grubbing, excavation and fill designated or implied by the Bid Document. Conform to Tennessee Erosion and Sediment Control Handbook, July 1992, standard details for erosion control measures as required.

2.21 Backfill material shall be earth, free of all debris subject to termite attack, rot or corrosion. The top 6" of fill shall be free of all stones or solids larger than 2" in any diameter.

02280 Termite Control

2.28 Termite treatment shall include furnishing a written one (1) year guarantee stating that any additional treatment or repairs resulting from the appearance of termites will be provided at no additional cost to the Owner. Certify that products used comply with US Environmental Protection Agency (EPA) Regulations for termiticides.

2.29 Termite treatment shall include the use of one of the following chemicals as approved by the Environmental Protection Agency; Chlordane- 1.0 percent concentration in water emulsion, Aldrin - .05 percent concentration in water emulsion, or Heptachlor - .05 percent concentration in water emulsion. Protect finish surfaces during treatment.

2.30 Termite treatment of existing slabs on grade shall include injecting poison at a rate of 2.0 gallons per square foot of slab, along cracks and at joints at 18" on center.

2.31 Termite treatment of new slab on grade shall include applying poison at a rate of 1.0 gallon per ten square feet of ground area.

2.32 Termite treatment of existing foundation walls shall include injecting poison in hollow masonry at a rate of 1.0 gallons per 6 block; to a height of 4'-0" or apply in 4" trench at exterior side at a rate of 2.0 gallons per ten lineal feet of trench.

2.33 Termite treatment of new foundation walls shall include applying poison at a rate of 2.0 gallons per five linear feet along the inside and outside of perimeter of walls.

2.34 Termite treatment work shall include grouting all holes solid and strike flush with adjacent surfaces at all areas affected by the treatment work. Clean up all residue and debris resulting from the work.

02500 Paving

2.50 Asphalt paving repair includes patching of surface cracks, splits, pot holes and other defects. Replace includes removal of existing pavement and installation of new asphalt paving. Install includes surface preparation, base course and wear course.

2.51 Asphalt paving products shall consist of a Base Course: 5" sound, angular crushed stone or gravel, Surface Course: 2" mixed asphalt conforming with most recent Local State Department of Highway Specifications and Tack Coat: shall be SS-1 or SS-1b asphalt emulsion.

2.52 Asphalt paving repairs shall include removing all unsound materials and tack coat edges and exposed subgrade. Fill small cracks with liquid asphalt; ream out large cracks and patch with hot mix asphalt. Clean raveled surfaces and coat with liquid asphalt, apply new wear coat. Remove slippage surfaces and replace. Remove around potholes to a sound sub-base and replace. Remove alligatored surfaces and replace.

2.53 Asphalt paving installation shall include cutting defined limits to a straight line. Spread, shape and compact stone to 95% maximum density. Proofroll and check for unstable or loose materials. Prime compacted base at a rate of 0.2 to 0.5 gallon per square yard. Tack coat contact surfaces of adjacent construction at a rate of 0.15 gallon per square yard. Place surface course and compact to thickness required equipment sized as necessary.

2.54 All asphalt paving work shall be protected from vehicular traffic for a minimum of six (6) hours.

2.55 Portland cement concrete paving work shall consist of Repair: patch, remedy defects in structure or surface; Replace: break out and remove defective area and install new concrete; and Install: construct new concrete paving.

2.56 Portland cement concrete paving products shall include: 6" x 6" - # 10/10 welded wire steel reinforcing fabric (where slab is installed over earth or fill). Three kinds of joints are used. Isolation: to allow movement between new slab and other fixed parts such as columns, walls, etc. Control: to induce cracking at selected locations. Construction: to provide stopping places during construction. Refer to ACI and PCI publications. Concrete shall be 4" thick, 3,000 psi, broom finish, free of large aggregate and light gray in color. This specification is not intended to restrict the use of cement or concrete containing Fly Ash which meets ANSI/ASTM C595 or ANSI/ASTM C150.

2.57 Portland cement concrete paving repairs shall include repairing; Cracks: chip and rough sides to sound concrete to effect mechanical bond. Spalled or unsuitable finish: chip and roughen area to sound concrete, providing for at least 1/2" topping. Apply a bonding agent to prepared surfaces per manufacture's recommendations. Patch, using Portland Cement, sand and water; compact and screed, allowing for initial shrinkage. Finish all patches to match adjacent surfaces.

2.58 New Portland cement concrete paving shall include cut and fill and compacting grades, and properly installing all edge forms. Locate isolation joints at all locations where new paving abuts existing paving, curbs or other construction. Concrete mix shall be stiff, with a maximum slump of 4". Lightly tamp, screed and float smooth and even with no course aggregate visible, apply a light broom finish. Seal all joints.

02800 Fence

2.80 Chain link fence material shall be galvanized steel fencing or aluminum fencing complying with the standards of the manufacturers association for the type of fencing. Where applicable, new fencing shall match existing. Height shall be 4'-0" unless otherwise specified.

2.81 Chain link fence products shall consist of; Chain link fabric that shall be 11-1/2 gauge with top selvage knuckled and bottom selvage twisted and barbed. End and corner posts shall be 2" I.D. with cap. Intermediate posts shall be 1-1/2" I.D. spaced at 10'-0" on center maximum and furnished complete with caps. Top rail shall be 1" I.D. Gate posts shall be 2" I.D. for gate leafs up to 5'-0" and 2-1/2" I.D. for gate leafs up to 6'-0". Gate frames shall be 1-1/4" I.D. and shall be rigid, square and true and braced as required to prevent sagging. Each gate leaf shall have at least one pair of non lift-off set type hinges for 180 degree opening, and one forked type latch for operation from either side. Concrete for post setting shall be 2500 psi.

2.82 Chain link fence installation shall be complete with all parts, plumb and true, without sags, waves, distortions or defects. Gates shall operate smoothly and quietly. Set posts in concrete to a depth of 30" below grade. Concrete shall be rounded to shed water. Minimum post hole diameter is 10". Brace as required and

install fence fabric, including stretcher bars, to be taut vertically and horizontally. Where fence abuts other construction, it shall clear by no more than 2-1/2" for complete yard enclosure.

END OF SECTION

DIVISION 3 - CONCRETE

3.00 Cast in place concrete for slabs and footings, include all preparations, steel reinforcing, and necessary form work. The Recommended Practice for Concrete Inspection ACI 311-75 and its accompanying references shall be accepted as standards of good practice and supplement these Specifications.

3.01 Cast in place concrete products shall include Portland Cement that meet the requirements of ASTM C 150 (Type 1, 1A) Concrete aggregate shall conform to ASTM C33. Water shall be potable. Bar reinforcement shall be ASTM A305; deformed bar conforming to ASTM A 615, Grade 60. Welded wire fabric reinforcing shall conform to ASTM A185. Expansion joint material shall be pre-formed or elastic waterproof compound. Concrete shall have a minimum compressive strength of 3,000 psi and a maximum slump of 3" to 4", with not less than 5-1/2 sacks of cement per cubic yard. This specification is not intended to restrict the use of cement or concrete containing Fly Ash which meets ANSI/ASTM C595 or ANSI/ASTM C150.

3.02 Cast in place concrete installation shall include ready mix concrete complying to ASTM C94. Continuous footings are to be as shown in drawings. Bottoms of footings shall rest on undisturbed soil 1'-1" below finish grade or deeper to meet the local authorized frost level. Footings over fill will be as indicated by the drawings. Steps up and down in the footing are to be in 8" increments or multiples only. Pier footings shall be 24" x 24" x 8" resting on undisturbed soil. Slabs on grade shall be a minimum 4" thick and reinforced with 6" x 6" - # 10/10 welded wire fabric. Slab shall be placed over scraped sub base, and a minimum compacted gravel fill of 6" (at all interior slabs). Provide formwork as required for a uniform placement. Damp proofing shall be continuous under all interior slabs. In no case shall footing sizes be less than that required by good engineering practices.

Concrete shall be placed in continuous pours in a manner to avoid segregation, screed, tamp and compact concrete only as required for consolidation. Float slabs to a true, even plane with no coarse aggregate visible and steel trowel to a smooth, even and dense finish. No water is to be added to concrete mix delivered to the job site.

No "jitterbug" is allowed on the job, period. Do not sprinkle dry cement on a bleeding surface to "hurry up" the finishing process. Take proper precautions to protect concrete after placing and finishing, and cure properly.

END OF SECTION

DIVISION 4 - MASONRY

4.00 Brick and block masonry work shall consist of; Repair: includes replacement of loose, missing or deteriorated elements. Install: includes all work necessary to provide complete masonry wall, veneer system or pier construction.

4.01 Brick and block masonry products shall include brick that conforms to ASTM C-62, SW grade with low absorption and shall match existing. Concrete masonry units shall conform to ASTM C129-7, Type I. Block installed below grade shall be grouted solid. All material shall be free from cracks, chips and surface blemishes. Mortar for exposed unit masonry shall be Type N; (below grade, Type M). Portland Cement: Type ASTM C150, gray - 1 part. Hydrated Lime: Type S, ASTM C207. Sand: ASTM C144 - 3 parts. Water: clean and potable - sufficient to produce stiff, plastic mix. Anchors and Ties: hot dipped zinc coated steel. Corrugated strap type shall be 22 gage, 7/8" x 6" minimum. Joint reinforcement: Prefabricated ties of zinc coated cold drawn steel wire consisting of two or more 9 gage longitudinal and crosswires. Grout shall consist of; Portland Cement: ASTM C150, Type I, gray in color. Sand: ASTM C144. Water: clean and potable. Course Aggregate: ASTM C404.

4.02 Brick and block masonry shall only be set when the temperature is above 40 degrees F and rising.

4.03 Brick and block masonry repair shall include removal of all deteriorated materials and clean exposed surfaces. (Brick masonry shall be wetted). Point holes in exposed masonry; cut out defective joints and repoint with mortar.

4.04 New brick work shall include tooth-in new work with existing masonry. Wet brick, lay plumb level and true in full mortar bed with full buttered end joints. Ties shall be located 32" on center horizontally and 16" vertically. Strike mortar flush with brick and tool to form concave joints. Weeps shall be 48" on center maximum.

4.05 New concrete masonry units shall include setting units plumb and true to line with level horizontal joints, with full mortar coverage. Reinforcement shall be 16" on center vertically. Strike mortar flush and tool to form concave joints.

4.06 Brick and block masonry parging shall be accomplished with 2 coats of mortar to a minimum total thickness of 1/2". Float or trowel to a smooth finish. Maintain dampness for at least 24 hours.

4.07 Masonry surfaces shall be clean and free from mortar stain, drippings and efflorescence. Wet brick wall before applying solution and scrub with stiff brushes, rinse with clean water. Cleaning solution may be 1/2 cup trisodium phosphate and 1/2 cup household detergent dissolved in 1 gallon water or one part muriatic acid in 9 parts water.

4.08 All masonry surfaces must be cleaned the same day that the work is performed.

END OF SECTION

DIVISION 5 - METALS

5.00 Metals shall include lintels, foundation access doors, anchors, stairs, railings and foundation vents.

5.01 Metal products shall consist of; Structural steel shape: ASTM A-36. Hot rolled carbon steel bars and shapes: ASTM A-575. Cold rolled finished steel bars: ASTM A-108. Gray Iron Castings: ASTM A-48, Class 30. Malleable Iron Castings: ASTM A-47. Aluminum: extruded shapes and tubes, ASTM B221 or B-308. Bars and rods, ASTM B-210. Castings, ASTM B-26 or B-108, alloy as required. Forging, ASTM B-247, alloy 6061-T6. Wrought Iron: bars, rods and bolts ASTM A-41, Plates, ASTM A-42. Pipe, ASTM A-72.

5.02 Metal installation shall include welding electrodes and filler metal as recommended by the producer of the material to be welded. Fasteners shall be of the basic metal being fastened and shall match. Providing anchors as required. Provide toothed steel or lead shield expansion bolt devices for drilled in place anchors. Provide cadmium coated anchors and inserts for exterior installation. Finished exposed fasteners shall match exposed metal surfaces.

5.03 Metal fabrication shall consist of fabricating metal work to the required dimensions, shapes and sizes with true curves, lines and angles. Provide units complete with all necessary fittings, devices and anchors. Comply with requirements of the American Welding Society. Mill joints to a tight hairline fit. Cope or miter corner joints. Grind all welds smooth.

5.04 Installation shall be accurate in location, alignment and elevation, plumb, level, square and true. Finishes shall be free of scars, debris, and imperfection resulting from shipping or installation. Lintels shall be steel and have at least 4" bearing at each end.

5.05 Handrails and guard rails shall include; handrails that shall be not less than 32" nor more than 38" in height, measured from the nosing. Guard rails shall be not less than 36" in height. The guards shall provide 2" between floor and bottom rail and pass a 6" sphere test. Handrails shall be a minimum 1" tubular steel rails with 3/8" iron balusters 6" on center. Rail shall be anchored to wood columns with 1/4" x 2" lag bolts. Posts shall be anchored in concrete at the bottom of the steps with a minimum of 6" x 6" x 10" deep concrete footing.

END OF SECTION
DIVISION 6 - WOOD AND PLASTICS

06100 Rough Carpentry

6.10 Rough carpentry includes all framing, furring and sheathing complete with rough hardware as required. Repair includes patches and scabs installed to provide the same degree of rigidity as originally constructed. Replace includes complete removal of damaged material and all associated construction as required and the installation of all new construction.

6.11 Rough carpentry products shall be grade marked according to the industry standard. Framing lumber shall be #2 kiln dried, yellow pine, fir or cedar, straight and solid. Joists, rafters, headers and trusses shall be stress grade with an extreme fiber stress of 1200. All other uses shall be construction grade.

6.12 Lumber shall be sized to accommodate adjacent construction and shall conform to the requirements of span tables for the product.

6.13 Plywood sub-flooring shall meet the requirements of Product Standard PS-1 for softwood plywood and shall be DFPA Standard grade with exterior glue. Panel thickness shall match existing sub-floor but in no case be less than 5/8".

6.14 Plywood sheathing shall meet the requirements of Product Standard PSI for softwood plywood and shall be DFPA Standard grade with exterior glue. Panel thickness shall match existing but in no case be less than 1/2" over 24" spacing and 3/8" over 16" spacing.

6.15 Fiberboard wall sheathing shall comply with ASTM C-208, Class E and shall be asphalt impregnated or coated to render it water resistant.

6.16 Pressure treat lumber and plywood in accordance with American Wood Preservers Standard LP-2 where wood is in contact with masonry or concrete, is within 18" from the earth, or is exposed to exterior.

6.17 Wood sub-flooring shall be 1 x 8 S2S No. 2 Southern Pine set diagonally to the framing, or 3/4" plywood.

6.18 Rough carpentry installation shall be coordinated with the affected trades. Framing shall be straight level or plumb with all joints accurately cut and neatly fitted and securely nailed or bolted. Splices shall occur only over bearing. Sheathing shall be sound and shall be applied with bearing on blocking at all edges. (Clips may be used in roof deck). Panels shall be continuous across at least two spans of framing members. Stagger joints at floor and roof decking. All members shall be securely anchored in accordance with manufacturers recommendations for intended uses and good construction practice.

6.19 Provide minimum 2 x 6 material as back up for accessible equipment that may be installed now or in the future on all new and / or remodeled bathroom walls.

06200 Finish Carpentry

6.20 Finish carpentry includes millwork, trim and all exposed wood finishes except as otherwise specified. Replacement includes complete removal of all defective or deteriorated materials and associated construction as required and replacement with all new materials.

6.21 Finish carpentry products shall include that all materials be grade marked. All finish trim and casement shall be select, grade B fir or white pine, straight and smooth. Trim shall be a stock pattern and match existing where applicable. All wood for exterior use or in contact with masonry, concrete, soil, or water shall be treated by pressure methods in accordance with the American Wood Preservers Institute Standards, LP-2, LP-4 or LP-55. All exterior plywood shall be exterior grade with exterior glue. Strip flooring shall be plain sawed, job finished 25/32" x 2-1/4" or 3-1/4" Tongue and groove and end matched Yellow Pine or Fir. Shelves shall be 3/4" solid stock or 5/8" softwood plywood with hardwood edge. Comice material shall be #2 spruce or better.

6.22 Finish carpentry installation shall include that all finish carpentry shall be straight, level or plumb with all joints accurately cut and neatly fitted. Nailing shall be with finishing nails, countersunk filled and sanded or blind nailed. All nails used on exterior finishes shall be coated by the manufacture to prevent rust. Finish work shall be filled as required and sanded smooth. There shall be no splices in trim less than 10' in length. There shall be no butt joints in trim installation.

06300 Exterior Siding

6.30 Repair includes cleaning, touch up, re-securing and replacement of damaged, loose or missing parts for a weathertight installation.

6.31 Installation includes the addition of new weathertight sheathing system complete with trim accessories.

6.32 Vinyl Siding shall consist of a premium grade solid vinyl of 8" horizontal, double or double 5" pattern (match existing where applicable). Nails shall be as recommended by manufacturers.

6.33 Repair of vinyl siding shall include removing all damaged or unsound materials. Replace all damaged or missing siding and associated flashing. New siding shall member with coursing of existing and shall be located with end joints on framing member. Securely nail with a minimum of one nail for bearing member.

6.34 Installation of vinyl siding shall include installing over framing or wood sheathing, install 3/8" Styrofoam insulation. Install per manufacturer recommendation, distributing end joints uniformly. Install complete with outside corners, j-channels, inside corners, starter strips, window channels, barge mold, undersill trim, louvers, and caulking as required for a complete and weathertight installation. Do not nail siding so tightly that expansion/ contraction cannot occur.

6.35 Wood Siding replacement includes complete removal to existing end joints of all deteriorated; buckled wood or siding and installation of new matching materials.

6.36 Wood Siding shall consist of "C" or better Fir, Pine or Spruce of 1" nominal thickness and of standard pattern to match existing. Wood shingle siding shall be No. 2 Perfections red cedar. Hardboard siding shall be manufactured according to Commercial Standards CS251-63 factory primed and sealed. Laminated Fiberboard siding shall be adhesive laminated siding manufactured from wood fiber treated to resist mold, fungus and termites, factory primed and edge sealed. Plywood siding shall be PS-1 Ext DFPA, 5/8" thick, standard pattern. Shank type galvanized nails.

6.37 Wood siding installation shall include removing all deteriorated materials and necessary trim. repair all deteriorated sheathing materials and make secure. Install new materials to match coursing and patterns, locating end joints on bearing members. Fit all members for tight joints and proper overlap. Re-nail all loose siding. Caulk all vertical and open joints for weathertight installation. Flash and trim as required for complete installation.

06400 Interior Architectural Woodwork (Cabinets)

6.40 Cabinet repair includes remedying defects in appearance or function, replace missing or defective parts with new matching parts.

6.41 Cabinet replacing includes complete removal of existing and installation of complete cabinet units with top complete with related fixtures as required by the drawing.

6.42 Cabinet products shall include that all wood products be kiln dried. Plastic laminated shall be forming grade, color as selected by Owner, and shall be securely bonded with resin waterproof glue to a base of 3/4" plywood or particleboard. Tops will be secured with concealed screws and cleats. All exposed edges will be finished. Furnish all rough and finish hardware for a complete job.

6.43 Cabinets shall be provided with wood blocks and braces, glued and fastened in place for sturdy, rigid construction. Base cabinets shall have integral 3" x 4" recessed toe space. Face frames shall be sound hardwood of 3/4" thick and suitable for natural finish and with no face nailing.

6.44 Cabinet end panels shall be 1/4" hardwood plywood where exposed and 1/4" softwood plywood where concealed. All ends to be machined to received shelves, back, bottoms and top.

6.45 Cabinet backs shall be 1/4" hardboard attached to 3/4" x 3-1/2" minimum solid wood hanging rail.

6.46 Cabinet shelves shall be 3/4" plywood or particleboard with hardwood edge. Doors shall be 3/4" hardwood plywood or 3/4" density fibercore with hardwood veneer.

6.47 Cabinet base bottom shall be 1/2" softwood plywood or 3/4" particle board let into end and back and supported by lateral braces at 16" on center.

6.48 Cabinet drawers shall be constructed with 3/4" hardwood plywood or 3/4" high density fibercore with hardwood veneer, 1/2" solid wood sides, dadoes at front, and 1/4" hardboard bottom let into fronts, sides and back. Drawer glides shall be center mounted metal guides with nylon slides at both side rails.

6.49 Exposed surfaces including door and drawer edges, shall receive baked finish consisting of stain, sealer and lacquer sanded between coats. All interior surfaces shall receive sealer coats. Scribe mold and fillers shall be used to assure an accurate fit.

6.50 All kitchen cabinets and bathroom vanities shall be constructed to meet the above Specifications and/or shall be constructed to meet ANSI A-151.1/ 1973 and certified by an independent testing laboratory. All finished surfaces shall be free of marks scratches and disfigurations. Assemble, fit and securely attach all components. Doors and drawers shall operate freely.

END OF SECTION

DIVISION 7 - THERMAL AND MOISTURE PROTECTION**07200****Insulation**

- 7.20 Existing attics should be insulated to a minimum R value of 19 at the ceiling, unless otherwise specified in the Bid Document.
- 7.21 New exterior walls should be insulated to a minimum R value of 11.
- 7.22 New floors over unheated spaces should be insulated to a minimum R value of 19 at floor, when specified in the Bid Document.
- 7.23 Install vapor barrier in crawl space if called for by the Bid Document. Vapor barriers shall be installed below all new concrete slabs.
- 7.24 Batt insulation shall be fiberglass or rockwool complying with HH-1-521E Federal Specifications.
- 7.25 No loose fill insulation to be used.
- 7.26 Rigid insulation shall be Polystyrene HH-1-529B, Urethane HH-1-530A.
- 7.27 Polyethylene sheeting shall be 6 mils- thick, complying with ASTM d2103.
- 7.28 Insulation material shall be continuous and of uniform thickness and size. Remove all dirt, debris and foreign matter from spaces to receive insulation.
- 7.29 Install insulation in conformance with Manufacturer's recommendations; maintain integrity by fitting material around all penetrations. Fill all spaces and voids completely.

07300**Asphalt Shingles**

- 7.30 Roofing repairs include replacement of missing or defective roofing materials and flashing to eliminate leaks.
- 7.31 Replace roofing includes the complete removal to the deck of all roofing materials and installation of new roofing system.

7.32 Roofing shingles shall be three tab, square butt, self sealing, 12" x 36" fiberglass/asphalt shingles weighing a minimum of 215 lb. per square. Shingles shall have a minimum 20 year guarantee.

7.33 Valley Flashing shall be mineral surface 90 lb. asphalt roll roofing conforming to FS-SS-R-630.

7.34 Underlayment shall be 15 lb. asphalt saturated felt conforming to ASTM D226.

7.35 Nails for shingles shall be Hot dipped galvanized (not electroplated) steel with 3/8" flat heads. For felt, nails shall conform to FS-FF-N-105, table XXLA, type II, style 20.

7.36 Shingle roof installation shall include protecting all finish surfaces of the building against weather and damages resulting from the work. Remove loose or defective materials, decking irregularities and unsound subsurface and replace. Contractor shall provide notification of any defects in decking which are detrimental to the finished work. Apply underlayment ~~half-lapped~~. For slopes greater than 3" in 12" use 1 layer of 15 lb. felt; for less than 4" but greater than 2" in 12" use 2 layers. Asphalt shingles shall not be applied to surfaces less than 3" in 12" slope. Install shingles in accordance with Manufacturer recommendations. Valleys shall be continuous double layer of 90 lb. roll 18" wide with 36" wide strip on top. Valley width after trim 8" maximum exposure. Roofing system shall be complete with flashing.

7.37 Asphalt Roll Roofing shall be installed on roofs with a slope of 1/2" to 3" in 12" only. Roofing shall be 36" wide double coverage, half selvage, mineral surface double coverage roll roofing (where repairs only are included, roofing may be smooth surfaces to match existing). Asphalt cement and nails as recommended by roofing manufacturer. No exposed nails shall be used in the installation of asphalt roll roofing. Protect all finish surfaces of the building against weather and damages resulting from the work. Remove loose or defective materials, decking irregularities and unsound subsurface and replace. Contractor shall provide notification of any defects in decking which are detrimental to the finish work. Install roofing in accordance with Manufacturer's recommendations. roofing system shall be complete with flashing.

7.38 Flat roofing (areas of 1/4" to 3" in 12" slope) other than that receiving roll roofing will be Carlisle single-ply EPDM fully adhered with roof insulation included, or approved equal. Install with approved installers and in accordance with manufacturer's recommendations.

07600 Flashing and Sheet Metal

7.60 Flashing and sheet metal shall include items specifically listed by the Bid Document and work inferred by related work items such as roofing, siding, etc. and

lapping a minimum of 1" in all cases. Provide all material and labor for complete flashing system including nails, felts and sealing compounds.

7.61 Flashing and sheet metal products consist of 22 gage galvanized roof flashing or 0.040" aluminum treated to receive field painting and with the following accessories: Solder 505D, Nails meeting Fed. Spec FF-N-101, Plastic cement per Fed. Spec SS-C-153 type 1. Flashing for pipes and conduit extending through roof shall be lead complying with FS-QQ-L-201, Grade B and weigh 4.0 lb./sq. ft. or aluminum flashing with rubber seal. Thru-wall flashing at lintels, beams, sills, weeps, heads, bed joints, etc. shall be 15 lb. asphalt saturated felt fabric. Gutters shall be standard configuration minimum nominal width 5", fabricated of 0.032" aluminum and supported by brackets at 3'-0" on center. Downspout shall be standard configuration, minimum of 7 sq. in. in area, fabricated of 0.025" aluminum. Sealing compounds: one part non-drying gum grade butyl rubber.

7.62 Flashing and sheet metal installation shall include securely fastening new joints to member with existing parts. Aluminum in contact with treated wood, mortar, masonry or concrete shall be protected with one coat zinc chromate and one coat aluminum paint. Dissimilar metals shall be protected with minimum one coat bituminous paint at all contact surfaces. Provide slip type expansion joints as required. Base flashing shall extend a minimum of 4" on roof and 8" on vertical surfaces. Gutters shall be supported on brackets at 30". Downspouts shall be affixed at top and bottom and at minimum of 8'-0" on center, installed with brackets. All surfaces to be covered with any type of flashing shall be free from defects. Remove dirt and foreign objects. Install in strict accordance with the standards of the Sheet Metal Contractors National Association. All flashing shall be neat in appearance and completely watertight.

07700 Roof Accessories

7.70 Ridge vent shall be provided and run from end to end of roof ridge, with gable ends flush. "Venture" shingle over ridge vent by Owens Corning, or approved equal. Cover with standard ridge shingles with the lapped ends towards the prevailing winds.

07900 Sealants

7.90 In general, Caulking refers to joint fillers for interior applications. Sealants refer to joint sealing for exterior applications.

7.91 Sealants shall include caulking and sealants for concrete paving, doors and frames, glass and glazing, and all exterior cracks and crevices.

7.92 Sealant products shall consist of caulking in minor areas, totally concealed (i.e. under thresholds) shall be acrylic latex. Sealants for all exterior locations shall be one part, non-sag acrylic latex caulk. Sealants for paving joints shall be self leveling, two part polyurethane sealant. Caulking at interior locations shall be latex caulk; white. Caulking at interior wet locations (i.e. tub surround and toilet base) shall be one part, non-sag acrylic latex polymer caulk.

7.93 Sealant installation shall not be used to remedy surface defects in gypsum board, plaster or wood surfaces. Set exterior thresholds in bed of sealant. Caulk/seal perimeter of all wood or metal windows at the interior and exterior. Seal all exterior joints against moisture penetration. Seal all paving joints. Seal all plumbing fixture surrounds. Use butyl rubber back up joint filler or foam backer rod where recommended by Manufacturer. Set all new window frames in a bed of sealant. Sealant-joints shall comply with maximum dimensions as recommended by the Manufacturer.

END OF SECTION

DIVISION 8 - DOORS AND WINDOWS**08200 Doors**

8.20 Door unit replacement includes removal of existing door, frame and hardware and installation of new door, frame trim, glazing and hardware for a complete installation.

8.21 Door replacement includes door and hardware only, where indicated.

8.22 Exterior Door products shall consist of frame and trim: 1-1/4" double rabbeted frames, stock trim and sill of white or Ponderosa Pine. Door: 1-3/4" x 3'-0" x 6'-8" (or match existing or as indicated) solid core, upper half lite with a 9 panel applied grill, with hardwood veneer, wood or metal insulated with a baked on enamel finish. Metal doors to be Stanley "K" Series or equal.

8.23 Interior Door products shall consist of frame and trim: 3/4" flat jamb frames with applied stop of white or Ponderosa Pine. Swing door: 1-3/8" x 2'-8" (minimum for passage into any room) x 6'-8" typical where possible, flush or panel, hollow core with luaun veneer or hardboard. Bi-fold or Bi-pass doors: where indicated, 1-1/8" thick, white or Ponderosa Pine or hollow core hardboard. Folding and fabric doors: where indicated, vinyl coated fabric over metal pantograph frame or wood panels joined with full length nylon hinges.

8.24 Sectional Upward-Acting Doors shall consist of 1-3/8" thick jointed kiln dried White or Ponderosa Pine lumber with 1/4" hardboard panels or metal panels with a baked on enamel finish. Hardware: graduated steel track, ballbearing steel rollers, extension spring or torsion spring and lock. Frame and trim: White or Ponderosa Pine, pressure treated for decay resistance.

8.25 Door installation shall include repairing subframes as required. Install frames plumb, square and rigid. Trim and frame shall be tightly fitted with smooth joints and mitered corners. Nails shall be punched and filled. Doors shall be properly fitted to allow 1/16" clearance at top and sides, 1/4" at bottom for exterior doors; 1/8" clearance at top and sides, 3/4" at bottom for interior doors. Continuous weatherstripping to make all exterior doors weathertight. Doors shall operate freely and shall be free of burrs, scratches, mars and defects.

8.26 Door hardware repair includes re-securing or adjustment to loose and misaligned parts.

8.27 Door hardware replace includes complete re-work of existing and installation of new hardware items required for a complete installation.

- 8.28 Door hardware products shall consist of, Locksets: FS- FFH0106c Series 160, Hinges: FS-FFH1162, and Misc. FS- FFHH121c.
- 8.29 Exterior Swinging Door Hardware shall consist of, Locksets: FS Type 160 B. Hinges: FS Type 2127, 3-1/2" x 3-1/2", 1 1/2 pair. Stop: FS Type F 1323 with stop.
- 8.30 Screen Swinging Door Hardware shall consist of:
Latchset: FS Type 1090.
Hinges: FS Type 2263F, 3" x 3", 1 pair.
Closer: FS Type 3015 with sprayed lacquer finish.
- 8.31 Interior Doors to Bedrooms & Bathrooms shall have hardware consisting of:
Latchset: FS Type 1601.
Hinges: FS Type 2125, 3-1/2" x 3-1/2", 1 pair
Stop: FS Type F1323 bumper.
- 8.32 Interior Passage Door hardware shall consist of:
Latchset: FS Type 160N.
Hinges: FS Type 2125, 3-1/2" x 3-1/2", 1 pair.
Stop: FS Type 1323 bumper.
- 8.33 Swinging Closet Door hardware shall consist of:
Latchset: FS Type 160N.
Hinges: FS Type 2125, 3-1/2" x 3-1/2", 1 pair.
Stop: FS Type 1223 bumper.
- 8.34 Sliding Closet Door hardware shall consist of Stanley No. 2840 set.
- 8.35 Bi-Fold Closet Door hardware shall consist of Stanley No. 2992 set.
- 8.36 Double Acting Door hardware shall consist of:
Spring Hinge: FS Type 2334 ,and
Push Plates: Two Type 468.
- 8.37 Installation of door hardware shall include mounting hardware plumb, secure and tight with screws provided by manufacturer. Adjust hardware to provide smooth proper operation and secure locking. Match keying of exterior doors to dwelling unit and furnish two keys per lock. Remove all unused existing hardware components and patch surfaces.

8.50 Window repair includes replacement of defective or missing parts (including lifts, locks, cords, weights, glass and screens).

8.51 Window replacement includes removal of window units and installation of new unit sized for existing opening and complete with glazing, hardware, trim and screens. No vinyl windows allowed except for replacement of same type.

8.52 Wood window products shall consist of:
Wood Windows: to be stained or painted.
Frames: American Woodwork Institute Standard 900 custom grade.
Sash: AWI Standard 1000, custom grade.
Screen: 18 x 16 (fiberglass screen cloth).

8.53 Aluminum window products shall consist of:
Aluminum Windows: to be white painted unless otherwise specified.
Horizontal Windows: Architectural Aluminum Manufacturer's Association HS-B2.
Vertical windows: AAMA DH-B1.
Screen: 18 x 16 fiberglass screen cloth in aluminum frame.
Weatherstripping: AAMA Specification 701.

8.54 Window hardware for double and single hung shall consist of:
Balances: FS Type F 1243 for aluminum and FS Type F 1245 for wood.
Lock: FS Type 1142.
Lifts: FS Type 1204.

8.55 Casement windows shall consist of:
Operators: FS Type F1130.
Pivots: FS Type 1128.
Fasteners: FS Type 1136.

8.56 Awning or projected windows shall consist of:
Pivots: FS Type 1108.
Fasteners: FS Type 1136.

8.57 Installation of windows shall include matching existing size and type. Repair sub frame as required for solid anchorage. Install unit plumb, straight, square and level. Seal at perimeter of unit. Set window frame in a bed of sealant. Weatherstrip. Adjust window screen and hardware for smooth operation.

08800 Glass and Glazing

8.80 Glazing shall conform to applicable requirements of the Glazing Manual, Flat Glass Marketing Association, Topeka, Kansas. Work shall bond to existing materials to be watertight and weathertight. Replacement shall include the removal of all broken or cracked glazing material and deteriorated putty.

8.81 Clear sheet glass shall consist of FS DD-G-451c, Type II, Class I, Quality q6 ("B"), single strength up to 6 square feet and for all wood stile and rail doors.

8.82 Tempered glass shall consist of FS DD-G-1403B. Acrylic: ASTM D702-68, Type III, Grade 3 .125" up to 24" maximum dimension; .187" up to 36" maximum dimension; .250" over 36" maximum dimension.

8.83 Mirrors shall consist of clear polished plate or float glass 1/4" mirror glazing quality FS-DD-451c, Type I, Class I, Quality q2 with silver and copper coatings conforming to CS27.

8.84 Setting material shall be Flexible vinyl gasket-Commercial Standard CS 280. Woodsash putty FS-TT-P-2791, Type I or II. Metal sash putty FS-TT-P-781a.

8.85 Glass and glazing installation shall include that all supporting members be clean, dry, straight and secure. Install complete with glazing points, clips, shims, blocks and beads as required. Installation shall be weathertight and watertight. Remove grade sticker only upon approval. Clean glass and related work. Strike putty to a smooth finish.

END OF SECTION

DIVISION 9 - FINISHES**09200 Lath, Plaster and Stucco**

- 9.20 Lath, plaster or stucco repair shall consist of patching defective and cracked plaster and stucco.
- 9.21 Replace shall include installing gypsum wallboard and removing existing plaster if required.
- 9.22 Gypsum Plaster shall be use on interior surfaces not subject to moisture. Base coat material shall comply with ASTM C-28. Use Wood Fiber Plaster without addition of aggregate except on masonry surfaces. Use Bond Plaster without aggregate over concrete. Finish coat shall be proportioned by weight; 1 part Keene's Cement, not more than 1 1/2 parts dry hydrated lime, and 1/2 fine white sand.
- 9.23 Portland Cement Plaster shall conform to ASTM C-150, Type 1 of Type 1A. Lime: ASTM C-207, Type S. Aggregate: ASTM C- 144, grade natural sand.
- 9.24 Smooth finish coat shall be Cement: ASTM C-150, Type 1: 1 part. Lime: ASTM C-207, Type S: 10%. Sand: ASTM C-144, 100 mesh: 3 parts.
- 9.25 Stucco finish coat shall be: Cement: ASTM C-150, Type 1: One part white. Lime: ASTM C-207, Type 5: One part Sand: White silica sand, 16 mesh: 2 parts.
- 9.26 Installation of lath, plaster and stucco shall include the removal of loose, soft or bulging plaster. Replace loose or deteriorated lath. Open cracks to full depth and undercut edges. Clean surfaces to receive plaster. Mix plaster according to manufacturer's recommendations.
- 9.27 Repair of cracks: moisten all edges and apply base coat. Apply finish coat flush with adjacent surfaces (for cracks less than 1" use one coat only).
- 9.28 Patching shall include applying base coat with sufficient pressure to form full keys. Apply brown coat to true surfaces; cross rake and scratch. Apply finish coat to a dampened base to a thickness of 1/16" to 1/8" ; trowel to a smooth finish or match existing.

09200 Gypsum Wallboard

- 9.20 Repair shall consist of patching defective surfaces.

9.21 Replace shall consist of removing damaged material as noted and installing new wallboard.

9.22 Install shall consist of installing new wall board on prepared framing or over existing surfaces per the Bid Document.

9.23 Gypsum wallboard shall be 1/2" thickness with tapered edges on new studs and 1/4" thickness over existing wall finishes unless otherwise noted on the Bid Document. Gypsum wall board on all ceilings shall be 1/2" thickness. Gypsum wallboard at wet locations shall be moisture resistant "green label" type. Do not use "green board" for ceiling applications. Gypsum wallboard used for patching shall match adjacent wallboard thickness. Where rated partitions required, gypsum board shall be 1/2" or 5/8", Type X. Joint compounds and perforated tape will be as recommended by drywall manufacturer. Screws (Type W), nails (Type II, Style 19 with mechanically deformed shank), furring, corner reinforcement and casing beads shall be as required for complete installation. All metal shall be galvanized.

9.24 Gypsum wallboard installation shall include: areas where wall is to be applied shall be accurately aligned and secured. Correct all defects which could affect the finished product. All edges shall occur over supporting members. Ceiling installation shall include installing wallboard with long dimension at right angles to supporting members and ends on supporting members. Wallboard shall be neatly cut to fit around all outlets, switches and other devices. Repair shall be as indicated by the Bid Document. Remove defective wallboard to exposed 1/2 of the supporting member at each side. Cut wallboard to fit tightly and fasten to supporting members. Re-set all fasteners as required. Re-tape all joints as required. Fill all holes with good grade joint compound.

9.25 Attachment pattern shall be as recommended by manufacturer. Screws shall be spaced 12" on center in the field of boards and 8" on center staggered along abutting edges. All gypsum board to be applied with screws.

9.26 Apply corner beads at exposed outside corners; beaded nose casing beads at exposed wallboard edges; and square edge semi-finishing casing bead where board abuts dissimilar construction.

9.27 Apply joint compound and perforated tape to all face joints and internal corners. Sand all coats. Feather final coat to a smooth finished flush surface. Apply compound in three coats at screw and nail holes, sanding between coats.

9.30 Repair includes removal and replacement of defective grout joints and replacement of missing or damaged tiles.

9.31 Replace includes complete removal of existing tile surfaces, where applicable; subsurface repair and preparation and installation of new surfaces.

9.32 Ceramic tile products shall consist of standard grade glazed wall tile 4-1/4" x 4-1/4" x 1/4". Color as selected by Owner. Floor tile shall be standard grade color stock pattern unglazed ceramic mosaic or textured glazed as selected by Owner. Provide cove base, corner and end cap shapes as required for finished installation. For wall tile, use organic adhesive approved by the Tile Council of America. Mortar for thin set floor installation shall be factory prepared mix comparable to Tile Council of America #759 Dry Set Mortar. Grout for wall tile shall be dry set type; for floor-shall be acid resistant type. Marble thresholds shall be Group B, white with honed surfaces. Approved man-made marble will be acceptable. Water shall be clean and potable.

9.33 Ceramic tile installation shall include prepared surfaces be clean, dry, sound and level. Ambient temperatures shall be above 50 degrees F. Floor tile installation shall be cement mortar bonded application similar to Number 5-113-74, 1974 Handbook for Ceramic Tile Installation, Tile Council of America. Wall tile installation shall be organic adhesive application similar to Number W-223-74, 1974 Handbook for Ceramic Tile Installation, Tile Council of America. All tile shall be set with pattern parallel to walls. Install marble thresholds or metal or wood threshold at each door opening where tile begins. Set marble in bead of mastic or mortar to project 1/4" above tile flooring. Grout joints with prepared waterproof grout of waterproof Portland Cement, mixed to creamy consistency and forced full depth into all joints. Clean and polish all finish surfaces with non-abrasive cloth. Seal all intersections with tubs and fixtures. Seal all corners subject to movement cracks.

09500 Wood Floors

9.50 Repair includes replacement of broken, decayed, excessively worn or defective and missing flooring.

9.51 Re-finish includes all repairs, sanding and coating required for a clear smooth floor finish.

9.52 Wood floor products consist of match existing splices, grade, size, thickness, type and pattern. Nails: for thickness 3/8" through 25/32" use 8 d cut steel nails at 10" on center. For thickness 5/16" use 6 d wire finish nails at 10" on center. Adhesive for wood tiles: use cut-back asphalt primer and adhesive as recommended by flooring manufacturer over 15 lb. asphalt; saturated felt.

9.30 Repair includes removal and replacement of defective grout joints and replacement of missing or damaged tiles.

9.31 Replace includes complete removal of existing tile surfaces, where applicable; subsurface repair and preparation and installation of new surfaces.

9.32 Ceramic tile products shall consist of standard grade glazed wall tile 4-1/4" x 4-1/4" x 1/4". Color as selected by Owner. Floor tile shall be standard grade color stock pattern unglazed ceramic mosaic or textured glazed as selected by Owner. Provide cove base, corner and end cap shapes as required for finished installation. For wall tile, use organic adhesive approved by the Tile Council of America. Mortar for thin set floor installation shall be factory prepared mix comparable to Tile Council of America #759 Dry Set Mortar. Grout for wall tile shall be dry set type; for floor-shall be acid resistant type. Marble thresholds shall be Group B, white with honed surfaces. Approved man-made marble will be acceptable. Water shall be clean and potable.

9.33 Ceramic tile installation shall include prepared surfaces be clean, dry, sound and level. Ambient temperatures shall be above 50 degrees F. Floor tile installation shall be cement mortar bonded application similar to Number 5-113-74, 1974 Handbook for Ceramic Tile Installation, Tile Council of America. Wall tile installation shall be organic adhesive application similar to Number W-223-74, 1974 Handbook for Ceramic Tile Installation, Tile Council of America. All tile shall be set with pattern parallel to walls. Install marble thresholds or metal or wood threshold at each door opening where tile begins. Set marble in bead of mastic or mortar to project 1/4" above tile flooring. Grout joints with prepared waterproof grout of waterproof Portland Cement, mixed to creamy consistency and forced full depth into all joints. Clean and polish all finish surfaces with non-abrasive cloth. Seal all intersections with tubs and fixtures. Seal all corners subject to movement cracks.

09500 Wood Floors

9.50 Repair includes replacement of broken, decayed, excessively worn or defective and missing flooring.

9.51 Re-finish includes all repairs, sanding and coating required for a clear smooth floor finish.

9.52 Wood floor products consist of match existing splices, grade, size, thickness, type and pattern. Nails: for thickness 3/8" through 25/32" use 8-d cut steel nails at 10" on center. For thickness 5/16" use 6-d wire finish nails at 10" on center. Adhesive for wood tiles: use cut-back asphalt primer and adhesive as recommended by flooring manufacturer over 15 lb. asphalt; saturated felt.

9.53 Wood floor installation shall include removal of unsuitable flooring material to a straight, even cut line. Adjacent end joints should be offset a minimum of 6". Subsurface shall be clean, sound and secure. Blind nail strip floor. Allow for expansion at room perimeters. Glue parquet flooring according to manufacturer's recommendations. Joint should be neat and tight. Power sand flooring across and parallel to grain using course, medium and fine grits. Hand sand area, inaccessible to power equipment. Surface shall be flush, smooth and free of all sanding marks. Clean surfaces of all grit and dust. Apply filler to open grain woods. Apply stain and finish per Specifications, sanding lightly between coats. Protect finishes.

09500 Resilient Flooring

9.56 Repair includes reapplication or replacement of loose or missing flooring.

9.57 Replace includes complete removal of flooring, cleaning, securing or replacement of underlayment and installation of new flooring complete with required trim.

9.58 Resilient flooring products shall consist of standard vinyl tile 12" x 12" x 1/16" or 9" x 9" x 1/16". Sheet vinyl flooring .065" gauge minimum over all thickness with vinyl wear surfaces, must meet Federal Spec. LF-001641 and H.U.D. minimum Property Standards- 4900.1, One and Two Family Dwellings. Minimum roll widths shall be as practical to minimize exposed seams. Standard vinyl base 4" high x .08" thick top set cove style as specifically required by the Bid Documents. Adhesives as recommended by flooring manufacturer. Wood underlayment as recommended by flooring manufacturer and elsewhere in these Specifications. Felt underlayment shall be of the type recommended by manufacturers.

9.59 Resilient flooring installation shall include removal of damaged or worn materials to sound underlayment and to edges of sound materials where applicable. Remove and replace shoe molds or resilient base where new flooring abuts walls. Clean existing subsurface. Fill cracks and depressions and sand uneven joints to a level, smooth surface. Prime wood surfaces and on or below grade concrete surfaces as recommended by manufacturer. Apply felt at all conditions where recommended by manufacturer. Apply wood underlayment over all existing wood floors and as required by the Bid Document. All joints, seams and cut-outs shall be tight. Seams shall be sealed with approved sealer where recommended by manufacturers. Install base as called for by the Bid Document. All new resilient flooring installation will require a base.

09600 Carpet

9.60 Carpet shall be complete with pad, edge strips and base mold.

9.61 Carpet and cushion shall conform to H.U.D., No. 75-C1, dated 02/25/75; MPS UM 44c.

9.62 Carpet fibers shall have the following minimum average pile yarn weight in ounces per square yard and minimum average weight density factor: Nylon, Class 1 : 22 (W), 72,200 (WD). Acrylic, Modacrylic: 25 (W), 70,000 (WD). Staple nylon, filament nylon & polypropylene olefin: 20 (W), 56,000 (WD). Weight and weight density factors for blended carpet shall be pro-rated on basis of the percentage of each fiber. Pad shall be 7/16" thick minimum.

9.63 Carpet installation shall include repair of floor irregularities and clean. Carpet shall be stretched tight, cut evenly and fitted closely into trim. Install with a minimum number of seams and with weave matched. Seams at doors shall be made at the midpoint of the door. Re-fit all doors to clear carpet. Replace or install base mold.

09600 Underlayment

9.64 Repair includes replacement of faulty sections of existing underlayment.

9.65 Replace includes complete removal and installation of new underlayment for rooms indicated.

9.66 Plywood Underlayment shall consist of: APA Underlayment Interior with exterior glue, or APA Underlayment C-C Plugged Exterior, 3/8" minimum thickness. Nails for 1/2" thick plywood or less use 3d ring shank nails, over 1/2" thick plywood use 4d ring shank nails.

9.67 Hardboard Underlayment shall consist of: 1/4" thick untempered hardboard or as recommended by flooring manufacturer. Nails for 1/4" hardboard use 3d ring shank nails.

9.68 Adhesive shall be Resourcinol Phenolic resin base as recommended for use by manufacturer.

9.69 Underlayment installation shall include removal of all existing damaged materials; clean, dry and level subsurface, securing all loose sub-floor. For glue application of plywood: apply beads at 8" on center maximum; for composition boards, trowel on uniform continuous layer. For nail application: nail 4" on center along panel edges and 6" on center throughout field. Stagger panel end joints with respect to each other and offset all joints with respect to the joints in the sub-floor. Butt panel ends and edges to close but not tight fit (allow 1/32" space). For resilient tile flooring, fill and sand edge joints and other damaged or open areas such as splits, sand all surface roughness.

09900 Painting

9.90 Painting includes coating of all walls, ceilings, doors, windows and trim materials which do not have factory finishes. All exposed new work which does not bear a factory finish shall be painted or stained. Painting includes all preparation work required for a smooth, consistent finish surface, free of cracks, voids, holes, discoloration and other blemishes. Color selection by Owner.

9.91 Painting products shall consist of no coating material which contains more than .05% lead by weight.

9.92 Exterior coatings: Asphalt: minimum 1 coat traffic paint, TT-P-850 and TT-P-115D. Composition Board: factory primed and sealed hardboard and fiberboard: minimum 2 coats latex house paint, TT-P-19B and TT-P-96C. Concrete walls: minimum 2 coats latex house paint, TT-P-19B and TT-P-96C (DO NOT USE OVER SILICONE). Concrete floors: Minimum 2 coats porch and floor enamel, TT-E-487C. Masonry-lightweight block: Minimum 1 coat Non- Aggregate Block Filler, TT-F-00198C, Type II and Minimum 2 coats latex house paint, TT-P-19B and TT-P-96C. Masonry Brick and Stucco: Minimum 2 coats latex house paint, TT-P- 19B and TT-P-96C. Non-ferrous Metal: Minimum 1 coat zinc chromate primer, TT-P-645 and Minimum 2 coats latex house paint, TT-P-19B and TT-P-96C. Ferrous Metal: Minimum 1 coat rust inhibitive primer, TT-P-636C and TT-P-666B and Minimum 2 coats latex house paint, TT-P-19B and TT-P-96C. Galvanized Metal: Minimum 2 coats latex house paint, TT-P- 19B and TT-P-96C. New Wood: Minimum 1 coat exterior latex primer and minimum 2 coats latex house paint TT-P-19B and TT-P-96C. Existing Wood: Minimum 2 coats latex house paint, TT-P-19B and TT-P-96C.

9.93 Interior coatings: Composition and Hardboard: Minimum 1 coat alkyd primer, TT-S-716 and 179A. Minimum 2 coats Semi-gloss enamel TT-E-508B. Concrete: Minimum 2 coats latex flat or semi-gloss enamel, TT-P-0029G and TT- E-508B. Concrete Floors: Minimum 2 coats latex floor paint, TT-P-0091C. Drywall: Minimum 1 coat latex primer TT-P-650B and Minimum 2 coats latex, satin or semi-gloss enamel wall paint, TT-P-0029G and TT-E-508B. Drywall at Kitchens and Bathrooms: Minimum 1 coat latex wall primer, TT-P-650B and Minimum 2 coats Semi-Gloss enamel, TT-E-508B. Lightweight Block: Minimum 1 coat Non-aggregate block filler, TT-F-00198C, Type II and Minimum 1 coat latex wall paint, TT-P- 0029G. Non-ferrous Metal: Minimum 1 coat alkyd and primer and minimum 1 coat semi-gloss enamel, TT-E-508B. Ferrous Metal: Minimum 1 coat enamel undercoat, TT-E-548A and 545A. Minimum 1 coat semi-gloss enamel, TT-E-508B. Galvanized Metal: 1 coat acrylic galvanized primer; 1 coat semi-gloss enamel, TT-E-508B. Plaster: Minimum 1 coat latex primer, TT-P-650B and minimum 2 coats latex wall paint, TT-P-0029G. Wood: Minimum 1 coat primer, TT-S-716 and 179A. Minimum 1 coat semi-gloss enamel, TT-E-508B. Plaster or Drywall Ceilings (other than bath & kitchen) : Minimum 1 coat alkyd wall paint or vinyl sealer. Minimum 1 coat sprayed, non-asbestos powder texture with vermiculite or

pearlite aggregate, white medium textured finish (texture adequate to cover imperfections of subsurface).

9.94 Stains and Varnishes: Stains shall be transparent color as selected by Owner.

9.95 Exterior Wood Stains and Varnishes: Minimum 1 coat paste wood filler. Minimum 1 coat wood stain and Minimum 3 coats spar varnish.

9.96 Interior Wood Floor Stains and Varnishes: Minimum 1 coat wood stain. Minimum 1 coat filler sealer (open grain woods only) and minimum 2 coats clear varnish.

9.97 Interior Wood Stains and Varnishes: minimum 1 coat paste wood filler. Minimum 1 coat stain and minimum 2 coats clear varnish. Urethane, according to manufacturer's recommendations.

9.98 Prior to painting, all surfaces will be cleaned and inspected. Remove all dust and dirt, patch nail holes and dimples. Surfaces will be flush and smooth. Seal with shellac at all knots and pitch streaks. Wash metal surfaces with mineral spirits to remove dirt and grease. Wire brush where rust or scale is present.

9.99 All work shall be complete. When color, stain, dirt or undercoats show through the final coat, the work shall be covered by additional coats until the paint is uniformed in color and appearance and coverage is complete to the satisfaction of the field observation representative.

9.100 Supporting framework for any equipment shall be painted. Protect all adjacent work and materials by suitable coverings or other methods. Upon completion, remove all spots and residue of painting operations.

END OF SECTION

DIVISION 10 - SPECIALTIES**10200 Louvers and Vents**

10.20 Provide vents as required for all equipment and appliances provided as part of the Bid Document. Provide vents as specifically required by the Bid Document. Repair or replace all existing vents and louvers to provide protection from weather and insects.

10.21 Foundation vents shall be automatic operating louvered, 16" x 8" nominal, with mesh insect screen. There shall be a minimum of 4 vents as widely separated as practical.

10.22 Attic vents shall be fixed louvers, aluminum or galvanized steel with flange with 18 x 16 wire mesh insect screen, sized according to F.H.A. Specification 604-4-2. There shall be a minimum of two gable vents as practical.

10.23 Dryer vents shall be 4" galvanized steel or aluminum with weather cap, thru-wall type.

10.24 Gas Fired Equipment Vents shall be double walled vents with galvanized steel outercasing and 1100 alloy aluminum inner pipe complete with cap, collars, roof flashing; UL listed.

10.25 Install vents plumb and square. Vents for combustion gases shall be installed in accordance with requirements of all applicable codes and the Standard Building Code.

10.26 Flash as required for weathertight installation.

10400 Signs and Mailbox

10.40 Install all specifically called for by the Bid Document.

10.41 House numbers shall be 3" high, aluminum or plated 11 gage steel. Install letters with a minimum of two screws of a finish to match letters. Install in a legible configuration.

10.42 Mail box shall be a model approved by the United States Postal Service. Install mail box according to manufacturer's recommendations, in a location required by the local postal service.

10800 Toilet and Bathroom Accessories

10.80 Each bathroom referenced on the Bid Document shall be provided with the following accessories at a minimum: 1 medicine cabinet, 1 soap dish at lavatory, 1 toothbrush/tumbler at lavatory, 1 soap/grab at tub, 1 paper holder, 1 towel bar at lavatory, 1 towel bar at tub and one shower rod (where shower head is present).

10.81 Accessories shall conform to Federal Specifications WW-P 541b. Accessories located in ceramic tile wainscots shall be stock ceramic units. All other accessories shall be chrome finished brass or zinc die cast metal with concealed mounting brackets.

10.82 Medicine cabinets shall be surface mounted or recessed 20 gauge seamless box with white porcelain enamel, stainless steel framed mirror on piano hinge, and with three bulb edge glass shelves. White plastic medicine cabinets with mirror door and three shelves will be acceptable.

10.83 Soap dish shall be surface mounted. Toothbrush/tumbler shall be surface mounted. Soap grab shall be recessed or surface mounted. Paper holder shall be surface mounted with wood, plastic or metal roller. Towel bar shall be surface mounted 3/4" x 24" square stainless steel tube. Shower rod shall be surface mounted 1" x .025" chrome plated brass with chrome flanges or plastic with plastic flanges.

10.84 Install with fasteners as recommended by manufacturer. Installation shall be level and rigid. Mounting should be standard heights and located for convenience and to avoid conflict with door swings.

END OF SECTION

DIVISION 11 - EQUIPMENT**11400 Kitchen Appliances**

11.40 Repair includes replacement of missing and defective parts and adjustment for proper operation.

11.41 Replace, remove existing units as called out by Bid Document and install new unit. All appliances shall be approved by the Grantee prior to delivery.

11.42 Products shall bear the label of Underwriter Laboratories. Replacement parts shall be the manufacturer's standard replacement parts.

11.43 New appliances shall be the product of a nationally recognized manufacturer and of a minimum size as follows:

Range: 30" free standing range with single oven. (Minimum width - see Bid Document).

Range Hood: Shall be 6" wider than range where wall cabinets abut, with two speed blower, filter and lamp.

Refrigerator/Freezer: 12 cu. ft. refrigerator; 2.5 cu. ft. freezer. (Minimum- see Bid Document)

11.44 Install all units according to manufacturer's written recommendations and in compliance with all applicable plumbing and electrical codes. If codes do not exist for the area then the Standard Building Code and National Electrical code shall be met.

11.45 All units shall be complete with electrical, gas and plumbing connections and proper venting to exterior as required for a complete installation.

END OF SECTION

DIVISION 13 - SPECIAL CONSTRUCTION**13100 Storage Buildings**

13.00 Provide complete unit when indicated by the Bid Document. Size shall be 8' x 10' unless otherwise indicated.

13.01 Prefabricated Metal Buildings shall consist of steel frames that meet ASTM A-36. Ribbed steel wall and roof panels shall be 26 gauge galvanized metal with factory painted finish. Doors shall be flush metal 20 gauge steel with 1" honeycomb core. Door frames shall be 16 gauge. Floor shall be steel trowelled 4" concrete slab. Provide prefabricated structure complete with all fittings, flashing, doors, trim, and hardware.

13.02 Prefabricated Wood Buildings shall consist of framing lumber that conforms to the applicable requirements of these Specification and shall be spaced 24" on center maximum. Siding, roofing and wood flooring shall conform to the relevant requirements of these Specifications. Doors shall be of 1/2" exterior grade plywood with 2" x 4" wood framing. Building shall rest on three pressure treated wood 4" x 4" girders and masonry piers at all corners and outside center points. Provide all materials and labor necessary for a complete, weathertight and secure structure.

13.03 Assemble prefabricated or penalized structures in complete accordance with manufacturer's recommendations. Installation shall be plumb, square and rigid. Doors shall operate freely. Provide two keys to the Owner.

END OF SECTION

DIVISION 15 - MECHANICAL**15000 Basic Mechanical**

15.00 Repair includes performance of all work and replacement of all faulty materials required to place existing system in proper, safe and legal operating condition.

15.01 Installation includes removal of existing and the provision of a complete heating and ventilating system.

15.02 Materials, equipment, fixtures, fittings and systems and installation shall comply with applicable provisions of the National Fire Protection Association, the National Board of Fire Underwriters and National, State and Local Codes.

15.03 Materials and equipment shall comply with standards of ASHRAE, SMACNM and ASTM. Adjust controls for performance at rated capacity. Adjust system for efficient and balanced performance. Lubricate all required parts. Clean all existing equipment. Properly secure and brace all existing and new equipment as required using finish materials where exposed.

15.04 Provide Owner with operating manual of new equipment and instruct owner in Operation and Maintenance Procedures.

15.05 New heating system shall be sized by a qualified licensed mechanical contractor to provide 75 degree F dry bulb air at 45% RH to all parts of the dwelling when outside temperature is 0 degrees F. Replacement units shall be sized as existing or as otherwise stated.

15.06 Replacement parts shall be new parts compatible with equipment.

15.07 New air conditioning system shall be sized by a qualified licensed mechanical contractor in accordance with American Society of Heating, Refrigerator and Air Conditioning Engineers Data and Guide Book. A copy of Design Calculations shall be required. Temperature differential between ambient outdoor and indoor condition air shall be 20 degree F maximum.

15.08 Mechanical installation shall include cut and patch as required; do not cut structural framing. Repair all damaged surfaces to match adjacent surfaces. Provide finished trim or escutcheons at all penetrations of finish surfaces. Remove all abandoned equipment and materials. Test all lines for leakage.

15400 Basic Plumbing

- 15.40 Furnish all materials, accessories, fittings, fixtures, equipment, trim and labor required to place the plumbing systems in a complete, proper and legal operating condition relative to items described in the Bid Document.
- 15.41 Make necessary arrangements with the utility company for service or work required.
- 15.42 All work performed shall comply with applicable provisions of Local, State and National Codes.
- 15.43 Piping and equipment shall operate safely, without leakage, undue noise, vibration or water hammer.
- 15.44 Coordinate work with other trades, to avoid cutting of framing, wiring or other work. Cut and patch material shall be restored to match adjacent surfaces.
- 15.45 Provide chrome plate escutcheons where pipe passes through finish surfaces.
- 15.46 No seconds will be accepted.
- 15.47 Insulation shall be installed at all supply piping exposed to unheated space unless otherwise noted. Insulation shall be molded circular sleeving of organic glass fibers complying with Federal Specifications HH-1-358, 1" thick or extruded foam pipe insulation.
- 15.48 Hose bibs shall be cast bronze, non-freeze, globe valves with threaded connection.
- 15.49 Laundry Connection shall be recessed plastic or metal box type with hot and cold bronze globe valves and 1-1/2" drain.
- 15.50 Floor Drain shall be cast iron with removable strainer.
- 15.51 Bathtub shall be 5' x 30" acid resisting porcelain on steel.
- 15.52 Lavatory shall be minimum 17" x 19", wall hung vitreous china (countertop model if called out by Write-up Document) with front overflow.
- 15.53 Water closet shall be vitreous china, round front, reverse trap, close coupled, closet combination.

15.54 Kitchen Sink shall be 20 gauge, type 309 stainless steel or acid resisting enamel formed steel double compartment, self rimming sink, minimum size 33" x 19" x min. 8" deep.

15.55 Shower Stall shall be prefabricated galvanized bonderized enamel steel panels with terrazzo pan or K-D fiberglass shower including base, minimum size 36" x 36".

15.56 Water Heater shall be 30 gallon capacity (unless modified by Write-up Document). Welded steel tank with glass lining and baked enamel on steel shell with glass fiber insulation and a working pressure of 15 psi. Tank shall be complete with drain, pressure relief valve and vented to exterior as required, complete controls and 5 year warranty. Round plastic drain pan with an exterior drain line must be installed at all locations that are easily assessable. Metal drain pans with exterior drain lines shall be installed when water heaters are located in the attic or a closet.

15.57 Kitchen Sink and Lavatory Faucets shall be of brass construction with chrome finish.

15.58 Install piping including all cutting and patching, excavation and backfill and hangars, supports and fittings for a watertight system. Pipe joints shall be prepared by removing all burrs and cleaning surfaces. Use joint compounds or solders and fluxes as recommended by manufacturer.

15.59 Install fixtures including all supply and waste lines, hangars, unions, trim and accessories and traps.

15.60 Provide cut-off valve for all service lines to new and replacement fixtures. Provide cut-off valves for all fixtures existing without them. All plumbing fixtures whether new, repaired or not changed at all, to have cut-off valves as part of rehabilitation or new construction.

15.61 Adjust faucets and valves to insure drip-tight shut-off.

15.62 Plumbing fixtures which remain are to be placed in good working order.

15.63 All fixtures shall be rigidly installed. Repair any defects due to installation or shipping.

END OF SECTION

DIVISION 16 - ELECTRICAL**16000 Basic Electrical**

16.00 Repairs include replacement of all malfunctioning, broken or missing outlets, switches, fixtures and their parts; panels, grounding devices and wiring.

16.01 Replacement includes the installation of a complete, operational and legal system to include all service, panels, wiring, fixtures, and devices meeting the requirements of the National Electrical Code.

16.02 All materials and equipment shall conform to the applicable standards and bear the label of the National Electrical Manufacturer's Association and Underwriters Laboratories.

16.03 All work shall conform to the applicable provisions of the National Electrical Code, Local Electrical Code, State Electrical Code and Local Utility Company's Electrical Code.

16.04 All material and equipment shall be clearly marked to identify manufacturer, model and UL rating.

16.05 All devices shall be suitable for use with copper conductors.

16.06 Coordinate the work with the Local Utility Company as required.

16.07 All electrical work must be accomplished by a licensed electrician.

16.08 Denote locations served by fuse or circuit breaker on new installations.

16.09 Ground rods shall be 5/8" round copperweld steel.

16.10 Interior wire and cable shall be type MC and AC, type NM and NMC or type SNM as required by the National Electrical Code.

16.11 Service entrance cables shall be Type SE or USE as required by the National Electrical Code.

16.12 Outlets shall consist of:
Appliance Outlets: duplex, grounding type, rated for 20 amps at 120 volts.
Range and Dryer Outlets: heavy duty, grounding type, rated for 30, 40 or 50 amps. at 125/250 volts (match to load).

Convenience Outlets: duplex, grounding type, rated for 15 amps. at 120 volts. GFCI where required by code whether or not specifically called for in the Write-up Document.

16.13 Switches shall be single or three pole, quiet action.

16.14 Lighting fixtures shall consist of:

Exterior: Minimum 100 watts weatherproof.

Accessory Structures: Minimum 1/2 watt per square foot.

Halls: Minimum 1/2 watt per square foot.

Dinning Room: Minimum 1 watt per square foot.

Bedroom: Minimum 100 watts.

Kitchen: Minimum 2 watts per square foot.

Bathroom: Minimum 1 watt per square foot.

Closets: Minimum 40 watts (where walk-in closet only).

Basement: Minimum 1/2 watt per square foot.

Utility Room: Minimum 4 watts per square foot.

Attic : Minimum 100 watts (where floored attic only)

16.15 Electrical installation shall include complete removal of all abandoned wiring and equipment. Cut and patch as required; do not cut structural framing; restore damaged surfaces to match adjacent. Minimum conductor size is #14 wire. All wire #8 and larger shall be stranded. Conductors shall be concealed when possible. Exposed conductors shall be run in metallic rigid conduit. Switches and outlets shall be flush with finish surfaces; cover plates shall completely cover opening.

END OF SECTION

APPENDIX A - NON-AMBULATORY ACCESSIBLE REQUIREMENTS

A.00 Where indicated by the Bid Document, all items listed herein shall be made to conform with requirements for use by non-ambulatory physically disabled persons. Provide proper back up material in walls for the listed accessories.

A.01 All materials and work shall conform to applicable provisions of these Specifications. Refer to guidelines for accessibility under the Americans with Disability Act (ADA) of 1990.

A.02 Provide one ramp entry to dwelling. Ramp shall not exceed a gradient of 1' in 12' and shall have rails at both sides - 32" in height and extending a minimum 1'-0" beyond ramp. Provide for level surface of minimum 5'-0" at top and bottom of ramp. The ramp shall run no more than 30' without a minimum 5'-0" landing.

A.03 All doorways shall have a minimum clear opening of 2'-8". Bathroom doors shall swing out.

A.04 Provide 1-1/2" diameter stainless steel grab bars at tub, capable to withstanding 250 lb. load. One (1) 16" x 32" angle and one (1) 48" straight bar.

A.05 Provide grab bar at each side of water closet, 33" high x 31" set 24" apart.

A.06 Provide non skid surface at tub.

A.07 Provide 4" deep lavatory with undercoated bowl, lever type faucets, insulated hot water lines and capable of withstanding 250 lb. load at front edge. Mount 2'-10" to top edge.

A.08 Electric switches and control shall be mounted no higher than 4'-0"; outlets no lower than 18".

A.09 Provide tilting mirror at lavatory.

A.10 Closet rod at one closet shall be 4'-0" high.

A.11 Kitchen shall have at least one storage cabinet 30" wide x 24" deep with highest of 5 shelves at 48".

A.12 Provide kitchen work surface with 4" deep undercoated sink with lever type faucet 34" high with 29" knee space, and with 8" deep shelf 12" above work surface.

A.13 Range controls shall be located at front.

A.14 Maximum hot water temperature shall be 120 degrees F.

APPENDIX B - SEMI-AMBULATORY ACCESSIBLE REQUIREMENTS

B.00 Where indicated by the Bid Document , all items listed herein shall be made to conform with requirements for use by semi-ambulatory physically disabled persons. Provide proper back up material in walls for the listed accessories.

B.01 All materials and work shall conform to applicable provisions of these Specifications.

B.02 Provide handrails at both sides of all steps, capable of withstanding 300 lb.. load.

B.03 Provide 1-1/2" diameter stainless steel grab bars at tub or shower capable of withstanding 250 lb.. load. (1) 16" x 32" angle and (1) 48" straight set 24" apart.

B.04 Provide lavatory capable of withstanding 250 lb. load at front edge.

CITY OF SPRING HILL TENNESSEE

CERTIFICATE OF ESCROW ACCOUNT

G-22

This document shall serve as the Community of Spring Hill Tennessee's Certification that the sum of \$ _____ is being requested for deposit in escrow account number _____, located at _____ on the behalf of the family of _____ for property to be rehabilitated located at _____ in the Community of Spring Hill, Tennessee.

(Name of Family)

(Address of Property)

City Official

Date

CITY OF SPRING HILL TENNESSEE

REHABILITATION FILE CHECKLIST

G-23

The COMMUNITY must keep accurate, comprehensive and up to date files. The following materials need to be clearly labeled and filed with the other project files.

- _____ *Policies and Procedures* with resolution of adoption by COMMUNITY
- _____ General Conditions and Specifications for rehabilitation
- _____ Prioritized list of eligible homeowners indicating the order in which the work will be done
- _____ Disqualified applicants and the reason for disqualification
- _____ Master list of all dwellings
- _____ Individual case filed - There must be one file for each dwelling in the target area. If there are thirty houses in the target area, there must be thirty individual files - even if only fifteen of the dwellings are being rehabilitated. The other individual files must contain information on why those dwellings are not eligible.

The following checklist may be copied and placed in the individual case file.



State of Tennessee
Department of Economic and Community Development

Office of Program Management
William R. Snodgrass Tennessee Tower, 10th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243-1102
615-741-6201 Voice/TDD / FAX: 615-253-1870

October 21, 2010

The Honorable Michael Dinwiddie
Mayor
P.O. Box 789
Spring Hill, Tennessee 37174

Re: 2010 Spring Hill Housing Rehabilitation

Dear Mayor Dinwiddie:

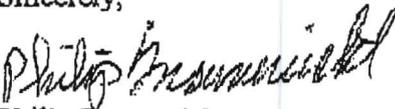
I am pleased to inform you that Governor Bredesen has approved your 2010 CDBG regular round application. As you know, CDBG monies cannot be released until a contract between the State and your City/County has been executed and contract conditions have been satisfied.

This letter will also serve as approval to use Mike Marks of South Central Tennessee Development District as the administrator for this project.

Activities which you may begin to work on, with receipt of this letter, are the environmental review and administration.

If you have any additional questions, please contact Paula Lovett at (615) 741-6201.

Sincerely,


Philip Trauernicht
Administrator

PT:dbf

Enclosure

cc: Paula Lovett
Carolyn Hirschi
Rick Meredith

Mike Marks
Sen. Bill Ketron

Rep. Ty Cobb
Rep. John Charles Tidwell



State of Tennessee
Department of Economic and Community Development
Office of Policy and Federal Programs
William R. Snodgrass Tennessee Tower, 10th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243-1102
615-741-6201 Voice/TDD / FAX: 615-253-1870

July 6, 2011

The Honorable Michael Dinwiddie
Mayor
P.O. Box 789
Spring Hill, Tennessee 37174

Re: 2010 Spring Hill Housing Rehabilitation, GG-11-35303-00

Dear Mayor Dinwiddie:

This letter and the enclosed Final Notice of Removal of Contract Conditions (NORCC) confirm that the CDBG environmental requirements and all other contract conditions have been satisfied. Receipt of this NORCC will allow you to spend and draw down CDBG money as you proceed in implementing your project.

In order that your project file may be correct, place this Notice in the Environmental Review Record file.

If you have any questions, please call Karla Nicodemus at (615) 741-6201.

Sincerely,

Paula Lovett
Director of Federal Programs

PL:knf

Enclosure

cc: Carolyn Hirschi
Karla Nicodemus
Mike Marks

TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

FINAL NOTICE OF REMOVAL OF CONTRACT CONDITIONS

(Pursuant to Section 104(h) of Title I of the Housing and Community
Development Act of 1974 as amended)

To: 1. (Name of Applicant) and to (Name and title of chief executive officer of Applicant) City of Spring Hill The Honorable Michael Dinwiddie Mayor	Address & Zip Code of Applicant P.O. Box 789 Spring Hill, TN 37174
With Copy to: 2. (Name of Grantee if other than applicant)	Address & Zip code of Grantee
Re: (Project, Title or Name) 2010 Spring Hill Housing Rehabilitation	Location (City, County and State) Spring Hill/Maury County/Tennessee

On February 28, 2011 this office received your Request for Release of Funds and (Date Request for Release of Funds and Certification received) Certification pertaining to the above project.

- No objections to the release of such funds or to the Certification have been received and a period of 15 days from and after the receipt of such request and Certification has expired.
- All objections to the release of such funds and to the Certification which were received by the Department of Economic and Community Development (DECD) within a period of 15 days from and after the receipt of such request and Certification have been considered by DECD.

Any and all conditions in the Contract No. GG-11-35303-00, authorized by DECD on June 24, 2011 respecting said project and funding thereof, to the extent the same are based upon the completion of environmental review and clearance, are hereby removed.

This notice constitutes your authority to use funds in the amount of \$ 500,000 granted to you under Title I of the Housing and Community Development Act of 1974, as amended.

Type Name and Title of Authorizing Official PAULA LOVETT DIRECTOR OF FEDERAL PROGRAMS	Signature of Authorizing Official 	Date June 24, 2011
---	--	----------------------------------