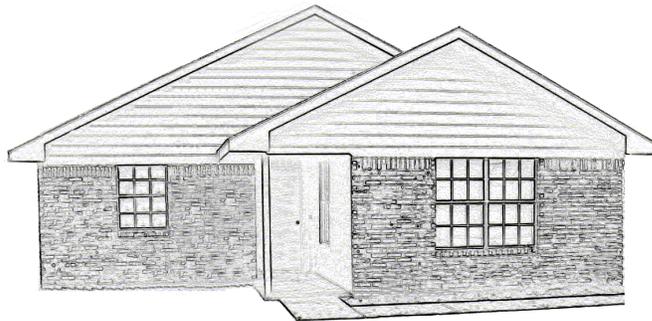




Housing Rehabilitation Program



Policy Manual

Amended June 10, 2014



TABLE OF CONTENTS

Introduction

Description of Program Procedures Page

Housing Rehabilitation Program

I.	Purpose.....	3
II.	Program Administration.....	3
III.	Eligibility Requirements	4
IV	Waiting List Management.....	7
V.	Assistance Categories	10
VI.	Eligible Improvements and Upgrades.....	11
VII.	Selection and Clearance of Contractors	13
VIII	Insurance Requirements for Contractors.....	15
IX.	Contract Documents and Inspections.....	16
X.	Time for Completion.....	17
XI	Non-Use of Lead-Based Paint	18
XII.	General Specifications	18
XIII.	Change Orders	18
XIV.	Payment of Contractors.....	20
XV.	Warranty	20
XVI.	Applicant/Property owner Obligations	21
XVII.	Procedures for Filing Liens.....	22
XVIII.	Multiple Assistance.....	23
XIX.	Variances from Policies	23
XX.	Rights and Responsibilities of the Property Owner	23
XXI.	Rights and Responsibilities of Contractors.....	24
XXII.	Rights and Responsibilities of City of Arlington.....	24
XXIII.	Sequence of Events	25
XXIV.	Grievance Procedures	28
XXV.	Fraud and Program Abuse Policy.....	31
XXVI.	Appendices	33

Appendices

Appendix A	Contractor Insurance Requirements	34
Appendix B	Lead Hazard Reduction Activities Policy.....	35
Appendix C	Minimum Housing Standards	50
Appendix D	General Specifications.....	59
Appendix E	Customer Satisfaction Survey.....	95
Appendix F	Property owner Acknowledgment.....	96
Appendix G	Criminal Background Check	97

Housing Rehabilitation Program

I. PURPOSE

The Housing Rehabilitation Program provides a mechanism for property owners to bring their properties into compliance with local codes and provide safe, decent housing for lower income individuals. The program has four major components: Owner-Occupied Housing Rehabilitation, Renter-occupied Housing Rehabilitation in designated target areas, Emergency Repairs, and Architectural Barrier Removal. The Housing Rehabilitation Program is designed to bring the eligible property owner's dwelling into compliance with applicable, locally adopted housing standards and rehabilitation standards to reduce ongoing and future maintenance costs, promote energy efficiency, and to preserve decent affordable owner-occupied housing. Federal funding for these activities is provided to the City of Arlington through the Community Development Block Grant (CDBG) Program and the HOME program. Program funds are issued to contractors that perform specified repairs to the dwellings of eligible property owners. The total amount of the repairs to a dwelling is secured to the property in the form of forgivable loan. The Housing Rehabilitation Program eligibility criteria restrict assistance to low income homeowners, and to owners of rental housing in City Council approved target areas when the properties are rented to low income households.

II. PROGRAM ADMINISTRATION

The Housing Rehabilitation Program (Program) is funded by Federal grant funds awarded to the City of Arlington by the U.S. Department of Housing and Urban Development (HUD). The Housing Authority of the City of Arlington (AHA), through an interlocal agreement with the City of Arlington, shall administer and operate the Housing Rehabilitation program. The Housing Rehabilitation program policies shall be recommended by the Housing Authority of the City of Arlington's Board of Commissioners and adopted by the City of Arlington's City Council.

The City of Arlington and the Housing Authority of the City of Arlington are responsible to execute all program activities in compliance with the adopted policies, procedures, and applicable HUD regulations.

All policies contained herein become effective on the date of adoption by the Arlington City Council and apply to all current and future applicants.

III. ELIGIBILITY REQUIREMENTS

Qualification of applicants is determined by program staff according to the following guidelines.

- A. Applicants for rehabilitation assistance must reside within the city limits of Arlington, Texas.
- B. Applicants must meet one of the following three conditions in section B:
 - 1. Applicants must be the owner and occupant of the structure to be rehabilitated (ownership does not include contract for deeds or land contracts). Applicants must certify that the home is not being offered for sale, and is their primary residence/homestead, as indicated per the Tarrant Appraisal District (TAD) property tax exemption. If the applicant is purchasing the home, the home must have been vacant for at least 90 days prior to purchase.
 - 2. Applicant must be a non-profit organization and the owner of single family or duplex housing located in a City Council approved target area that is currently occupied by, or intended to be occupied by eligible low-income households. Applicants must certify that the home is not currently offered for sale, and must maintain ownership of the properties for the applicable affordability period.
 - 3. Applicants may be owner occupants of a single family dwelling or eligible low-income tenant occupants of single family or multi-family rental housing with a physical disability. Applicants in this category are only eligible to apply for Architectural Barrier Removal assistance. (see Section V.B.).
- C. Applicants (or tenants in the case of applicants eligible under B. 2 and 3 above) must have gross annual income at or below the applicable low-income limits established by the U. S. Department of Housing and Urban Development (HUD) for the jurisdiction of Arlington, Texas. The applicable low-income limits for determining program eligibility are published by HUD in the federal register and are updated annually.

The low income limit shall mean the cumulative gross annual income of all the persons who occupy the dwelling unit to be rehabilitated that does not exceed 80 percent of the area median income, adjusted for family size, as established by HUD

The occupant household's gross annual income (for determining program eligibility) shall be calculated according to the HUD regulations identified in the Code of Federal Regulations at 24 CFR, Part 5.

The calculation used to determine gross annual household income shall be consistent with HUD regulations and HUD's definition of income including the sources of income that are to be included or excluded from the calculation.

Income of all household residents age 18 or over, unless they are a full-time student, will be included in the total annual gross household income determination.

Gross Annual Income, includes but is not limited to child support, Social Security, pensions, income from annuities, interest income on savings, etc.

The HUD published annual income limits for Arlington, Texas are based on the number of persons in the household. Family size will be determined by the number of occupants living in the dwelling to be rehabilitated on a regular basis.

If an applicant is a full time student, the applicant will be required to provide their parents income information so that staff can determine if the applicant has been claimed as a dependent on their parents Federal Income Tax return.

- D. Applicants with physical disabilities who also meet the income eligibility requirements may be eligible for the removal of architectural barriers in their dwelling. Improvements to the dwelling to remove architectural barriers that restrict mobility and improve accessibility may be authorized for rental and owner-occupied households that include elderly or physically disabled persons. The necessity for such improvements shall be supported by appropriate written notification from the applicant's physician, referring social service agency, or a similar outside authority familiar with the applicant's living situation. The applicant must complete an Architectural Barrier Assessment Checklist form indicating what type of improvements they need. Based on the applicant's self-assessment, the Rehabilitation Specialist will determine program eligibility; feasibility of items requested and incorporate the requested items into the work write-up. Architectural Barrier Removal does not include portable items such as wheelchairs, walking-aids, vehicle lifts or other portable personal assistance items.
- E. Verification or certification of income and assets will be required to determine program eligibility for all HOME-funded projects. The applicant and any other family member must execute a release of information form authorizing any depository or private source of income, or any Federal, State or local agency, to furnish or release to program staff such information as staff determines to be necessary.

Certification of income and assets will be required to determine program eligibility for all CDBG-funded projects. Certification of income and assets means the applicant certifies that all information provided is true and correct.

Staff shall also require the family to submit documentation determined to be necessary if it is required for purposes of determining or auditing an applicant's eligibility to receive assistance, for determining the applicant's or applicant's family members gross annual income.

The use or disclosure of information obtained from an applicant or applicant's family member or from another source pursuant to this consent to release information form shall be limited to purposes directly connected with administration of the Housing Rehabilitation Program

Assets shall include checking, savings, other bank accounts, stocks, bonds, CDs, trusts, real estate and cash held by any household member. Value of an asset shall be computed by the greater of either the current market income from the asset or the imputed value of the asset using the current passbook rate as determined by HUD.

- F. In order to be determined eligible for participation in the Housing Rehabilitation program the subject property taxes must be current. Property taxes must not be delinquent for any tax year unless the property owner has entered into a written agreement with the taxing authority outlining a payment plan for delinquent taxes and is abiding to the written agreement.
- G. Standard property insurance must be maintained on the property (with coverage adequate to insure the City's lien position) **except for the Emergency Repair and Architectural Barrier Removal assistance.**

If a property is located in a flood plain, flood insurance must also be maintained (with coverage adequate to insure the City's lien position) **except for Emergency Repair and Architectural Barrier Removal assistance.**

For a full rehabilitation where a forgivable loan is provided, the property owner shall maintain the required insurance coverage during the entire term of the five (5) year lien.

- H. Title searches will be obtained on all properties being considered for a full rehabilitation, **except for Emergency Repair and / or Architectural Barrier Removal only assistance . Evidence of ownership of the property will be confirmed through the Tarrant Appraisal District's online database.**
- I. The City of Arlington will only accept a first or second lien position. In a case where the second lien is due to participation in a down payment assistance program to secure the initial purchase the property, the City may accept a third lien position
- J. Households receiving home equity loans or reverse mortgages within the last three years are not eligible to receive assistance through the Housing Rehabilitation program, unless the loan funds were used exclusively for their primary residence for home improvements or to pay delinquent property taxes as indicated on a HUD 1 statement from a title company or to pay outstanding funeral or medical expenses.
- K. Homes whose market value as determined by the Tarrant County Appraisal District (TAD) exceeds the current annual FHA 203(b) (single family, one-unit

residence) limit for this area are not eligible to receive assistance through the Housing Rehabilitation program.

- L. To determine the economic feasibility of the rehabilitation activity, the total amount spent on each home will not exceed 50 percent of the after rehabilitation value (ARV) of the home. After rehabilitation, value will be determined by adding 33 percent of the rehabilitation grant amount (RG) to the Tarrant Appraisal District market value (MV). $[MV + (1/3 \text{ of } RG)] = ARV * 50\% > RG$
- M. The homeowner must be current with his/her mortgage (the payments due and payable to the mortgage company may not be more than 30 days past due) in order to receive assistance under the Housing Rehabilitation Program.
- N. Applicants who are renting and are requesting Architectural Barrier Removal assistance will not be approved if the property owner is delinquent in the payment of any City of Arlington fees or assessments, or the property / property owner has a history or practice of failing to meet or maintain required Federal, State or local housing codes.

IV. WAITING LIST MANAGEMENT

The Arlington City Council approves funding provided by HUD for the Housing Rehabilitation Program. Funding may be approved for use citywide or designated for targeted areas of the City. When funding is designated to specific areas of the City and is available City-wide, a separate waiting list for each geographic target area in addition to the city-wide waiting list will be maintained and managed according to the following procedures.

The applicant will be required to complete a preliminary application form to register their interest in participating in the Housing Rehabilitation Program. The preliminary application form requests basic information about the applicant, the applicant's property, and the occupants. The submission of a preliminary application does not guarantee assistance under the Housing Rehabilitation Program. If an applicant meets the basic eligibility criteria, the application will be processed for full eligibility and the dwelling unit will be inspected to determine the scope of work to be performed to bring the dwelling up to applicable code. If insufficient funding or other resources are available to assist the applicant at the time of application, the application will be placed on the Housing Rehabilitation Program waiting list.

The Housing Rehabilitation Program waiting list will be maintained in accordance with established policies and procedures. Applicants will be selected from the waiting list in chronological order based on the date and time on their preliminary application (first in – first out) including any established preferences or priorities for providing assistance.

When the application reaches the top of the waiting list, staff will then process a “full application” with the applicant to verify the information provided and to confirm that the applicant meets all HUD and Arlington program requirements. The program staff will schedule the property for a physical inspection to determine the scope of work required to bring the structure into compliance with program guidelines and objectives as outlined in Section VI entitled “Eligible Improvements”. If the property can be rehabilitated in accordance with the requirements of Section IV and the cost of the rehabilitation does not exceed the economic feasibility, program expenditure limits and other required regulatory requirements, the application will be approved based on available funding.

An applicant’s eligibility for assistance is based on the approved policies and procedures that are in effect at the time the applicant is selected for processing from the waiting list.

Applicants must complete a written preliminary and full application form containing information necessary to make a determination of program eligibility. It is the responsibility of the applicant to notify the Housing Authority of the City of Arlington of any changes in occupancy, household income, family composition, or any other information on the preliminary application. Notice of changed information must be submitted to the Housing Authority of the City of Arlington in writing within 30-days of the effective date of the change. Upon receipt of the notice of changed information, the program staff will record and date stamp the changes received and place the notice of changed information in the applicant’s file.

An applicant must meet all applicable eligibility requirements, as described in Section III of these polices, at the time their name is selected from the waiting list. For tenant occupied properties eligible under Section III. B. ii. properties must be occupied by low income tenant households at the time the property is selected from the waiting list. If the property is vacant at the time of selection from the waiting list, the property will be considered ineligible and will not be assisted. The application will be removed from the waiting list at this time. In addition, the property that is to be rehabilitated must be able to meet the City of Arlington, locally adopted, written property standards and rehabilitation standards after rehabilitation, with the available amount of funding for which the property qualifies and based on the economic feasibility (with the exception of Emergency Grantassistance). If the property owner or the owner’s property cannot meet the requirements for eligibility, the property owner will be informed of the determination of ineligibility. The property owner may appeal the program staff determination as outlined in the appeal process - Section XXIV of this policy manual.

Applicants must have clear title to the subject property. Applicants without clear title are denied the opportunity to participate in the Housing Rehabilitation program and their application is removed from the waiting list. Applicants whose title is not clear because of erroneous items that are identified on the title search may appeal

the denial of their application and present evidence and documentation supporting their appeal. Appeals are evaluated by the Assistant Director. Applicants without clear title may not receive Housing Rehabilitation assistance however; applicants without clear title due to errors discovered in the title search may be reinstated to the waiting list, subject to the review and approval of the Assistant Director's determination regarding the appeal. If the appeal is denied, the application is removed from the waiting list. If the appeal is approved, the application will be returned to the waiting list in the order of date and time of application. This action will serve to provide the applicant time to resolve the title errors without having to re-apply and restart their position on the waiting list.

Housing Rehabilitation Program - Emergency Repair Grant and Architectural Barrier Removal Grant Management

Eligible applicants applying for Housing Rehabilitation assistance for an Emergency Repair or Architectural Barrier Removal will be processed on a first-come, first-served basis contingent on funding availability and a determination of eligibility for program participation.

Housing Rehabilitation Program Waiting List Management

Eligible applicants applying for assistance under the Housing Rehabilitation Program will be ordered on the waiting list based on date and time of the receipt of their application and any established preference. Program staff will select applicants from the waiting list according to the date and time of receipt of application and established preferences. Preferences are also applicable for tenant occupied properties, where the tenant meets the described preference criteria and eligibility is established under Section III. B. ii. The preferences applicable to the Housing Rehabilitation program are identified below.

Preference 1 – Disabled homeowners who are applying for housing rehabilitation assistance and the removal of architectural barriers whose total income does not exceed 80 percent of the area median income, adjusted for family size, as established by HUD. Disabled homeowners who cannot demonstrate a verified need for assistance in the removal of architectural barriers will not be eligible to receive this preference but may be eligible for either preference 2 or 3 based on applicable eligibility criteria.

Preference 2 – Elderly homeowners whose total income does not exceed 80 percent of the area median income, adjusted for family size, as established by HUD.

Preference 3 – Non-elderly homeowners whose total income does not exceed 80 percent of the area median income, adjusted for family size, as established by HUD

Preference 4 – Properties located within a City Council and HUD approved target area know as a Neighborhood Revitalization Strategy Area.

Elderly is defined as 62 years of age or older.

Disabled is defined as a person who has a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423), or is determined to have a physical impairment that is expected to be of long continued and indefinite duration. This disability must substantially impede his/her ability to live independently, and be of such a nature that such ability could be improved by more suitable housing conditions.

V. ASSISTANCE CATEGORIES

A project may be determined infeasible if the cost to complete all needed repairs exceed the respective program limits outlined below. The cost would be determined either from estimates determined by program staff and / or from Contractor bids received on a project.

A. Emergency Repair Grant: (Housing Rehabilitation Program - Emergency Repair assistance) is for low-income, owner-occupied households. Tenant occupied properties are not eligible for assistance under this category. Emergency Repair grants may be made to pay for construction work to correct items that are determined by the Rehabilitation Specialist to be of an immediate and necessary nature and which can have an imminent effect on improving the health and/or safety of the occupants and meets the following definition: An emergency is a situation or condition that occurred recently (generally within 90 days) without warning, that is detrimental to or a threat to life, health or safety, and requires immediate action. Immediate action is defined as action taken within three business days. Repairs deemed necessary for medical reasons may be considered emergencies, even if onset was not within 90 days, with approval of the Assistant Director of Community Development and Planning.

Emergency grants may include, but are not limited to, items such as heating, electrical, plumbing systems, or emergency roof repairs/replacements. Priority II, III, IV or V violations/improvements (as defined in Section VI, entitled "Eligible Improvements and Upgrades"), are not eligible expenses under the Housing Rehabilitation Program - Emergency Repair grant. Emergency grants will be limited to a one-time grant up to \$5,000 per dwelling during a three-year period, unless otherwise approved by the Assistant Director of Community Development and Planning or his/her designee. If the applicant is denied assistance due to the situation not being of an emergency nature, the applicant will be informed and provided an application for other rehabilitation programs, if any.

B. Architectural Barrier Removal: Housing Rehabilitation Program - Architectural Barrier Removal assistance is available to qualified renters and owner-occupied households. This assistance is designed to assist low-income

households residing in single-family or multi-family properties. For the purposes of this program, single-family or multi-family rental properties shall not include hotels or motels, assisted living facilities, nursing homes or group homes. Grants may be made for minor modification of a dwelling to allow access to and from a unit and access and use of one bathroom. In order for the property to qualify for removal of architectural barriers, it must meet the minimum standards as specified in Appendix C of these policies and procedures. It shall be the responsibility of the property owner to pay for, and abate any identified code violations prior to work authorized under the commencing Architectural Barrier Removal assistance.

Priority III, IV and V violations/improvements (as defined in Section VI, entitled “Eligible Improvements and Upgrades”), are not eligible expenses under Architectural Barrier Removal assistance.

An applicant will be limited to a one-time grant up to \$5,000, unless otherwise approved by the Assistant Director of Community Development and Planning or his/her designee. Exceptions to this policy provision may be considered for severe extenuating circumstances.

- C. **Housing Rehabilitation Program:** The Housing Rehabilitation program will provide up to \$24,500 for the repair of the dwelling of low-income owner-occupied households or properties owned by non-profit organizations but occupied by low-income tenants. The Housing Rehabilitation program provides the general rehabilitation necessary to bring the structure into compliance with the City of Arlington's applicable written Code, rehabilitation standards, and Lead-Based Paint regulations. The program addresses actual and incipient code violations, as well as necessary removal of architectural barriers, weatherization, foundation repairs, and security improvements, which may also be performed as part of any housing rehabilitation project authorized under this program. Weatherization improvements such as attic insulation, roofing, vinyl siding, ceiling fans, and storm windows may be completed on all projects.

Program per unit expenditure limits may only be exceeded to address unforeseen Priority I code violations (see section VI). A request to exceed program limits must be made in writing, documenting the code violation(s) and the cost of repair. The Assistant Director of Community Development and Planning or his/her designee will review the request and determine if the conditions warrant a variance.

Program expenditures are secured by lien to each rehabilitated property. The owner and the City sign a loan agreement in an amount equal to the cost of rehabilitation. The loan is a zero interest loan, forgivable at the rate of 20% per year over the term of the 5-year loan agreement.

VI. ELIGIBLE IMPROVEMENTS AND UPGRADES

Housing Rehabilitation assistance may only be provided to cover the cost of rehabilitation necessary to bring the property in compliance with locally adopted, written property standards, Rehabilitation Standards and, applicable Federal, State and City of Arlington codes. All conditions described in Priorities I thru IV must be addressed before Priority V (Allowable, Additional Improvements) can be considered.

Physical improvements to the dwelling will be made based on priority and must fall in one of the following priority categories in order to be eligible.

A. Priority I – Code Violations

1. Electrical wiring, fixtures or systems
2. Heating, venting and air-conditioning
3. Roofs, porches, walls and structural load bearing walls
4. Foundations
5. Plumbing
6. Health and safety items
7. Miscellaneous code violations

B. Priority II Architectural Barrier Removal

1. Widening of doors
2. Installation of ramps
3. Roll-in showers
4. Grab bars and permanently attached physical-assist apparatus
5. Medically necessary air-conditioning
6. Hearing-impaired smoke detection equipment
7. Specialty plumbing fixtures
8. Lowering of light switches
9. Other permanently attached fixtures determined to be of assistance in removing architectural barriers

C. Priority III – Incipient Code Violations

Deficiencies or conditions of deterioration, if left unattended, would continue to deteriorate into or contribute to a code violation.

1. Replacement of building components (roofs, water heaters, HVAC systems) that have exceeded their life expectancy or, due to condition, is expected to fail within a two-year period from the date of inspection.
2. The current edition of the United States Department of Housing and Urban Development (HUD) Residential Rehabilitation Inspection Guide, Appendix C entitled “Life Expectancy of Housing Components” shall be used as the standard to determine the life expectancy of building components for the purpose of eligibility for replacement.

D. Priority IV- Energy Efficiency Upgrades

1. Weather stripping/caulking
2. Insulation
3. Storm doors
4. Windows and doors
5. Heating, venting and air-conditioning

E. Priority V – Allowable, Additional Improvements

In no instance will an allowable, additional improvement take priority over a priority I, II or III required repair. Allowable, additional improvements will be eliminated by a change order to remedy unforeseen code violations, emergency, mechanical, foundation, or weatherization repairs found after the initial inspection or ongoing inspections.

Allowable additional improvements include the following:

1. Interior and Exterior paint
2. Refinishing or replacement of kitchen or bathroom cabinets
3. Countertop replacement
4. Flooring
5. Disposal, refrigerator, stove and dishwasher
6. Door replacement and trim improvements
7. 6 foot privacy fence builder grade or 4 foot cyclone fence, rear and side yard only
8. Flat work not required by code or needed to address safety issues
9. Small storage sheds (10 foot x 12 foot or smaller)
10. Wallpaper- if used to address wall imperfections
11. Wood/tile flooring – if comparable in cost to vinyl or carpet

E. Luxury Items

The following are considered luxury items and are not allowed:

1. Flooring such as tile, hard wood floors, etc. that exceeds the comparable cost of vinyl or carpet
2. Hot tubs, whirlpool baths, steam showers
3. Patios or decks
4. Room additions (*)
5. Installation of fireplaces
6. Window treatments other than standard grade mini-blinds
7. Carports or garages
8. Items above standard grade or in excess of approved specifications

* Room additions may be approved if they are necessary to install a bathroom facility in a dwelling that otherwise lacks a bathroom.

VII. SELECTION AND CLEARANCE OF CONTRACTORS

- A. Selection of a general contractor in the Housing Rehabilitation Program, except for Emergency Repair assistance, is the responsibility of the property owner. As part of the application process, property owner will be provided with a list of contractors, pre-qualified to participate in the Housing Rehabilitation Program.
- B. The Housing Authority of the City of Arlington will then have up to thirty days in which to obtain a minimum of two proposals (bids) on the planned repairs, based on the preliminary work write-up prepared by the Rehabilitation Specialist. The bids are to be returned to the Urban Development Specialist who will record the total amount of the bid and the date and time the bid was received. The Urban Development Specialist will then submit the bid documents to the Rehabilitation Specialist who will determine which bids are eligible. Bids are considered eligible when the following conditions are met:
1. The submitting contractor, subcontractors, owners and principals are all required to be cleared through HUD's Excluded Parties List System and cannot be debarred or suspended from participation in the Housing Rehabilitation Program
 2. The contractor is not on probation as described section VII, C.
 3. The bid is received by the Housing Authority of the City of Arlington prior to the bid submission deadline date and time stated in the bid documents.
 4. The total amount of the bid is not lower than 20 percent or higher than 10 percent of the initial work write-up prepared by the Housing Authority of the City of Arlington Rehabilitation Specialist.

The property owner may select any eligible bid, as long as the price quoted is within 20 percent lower or 10% higher of the cost estimate prepared by the Rehabilitation Specialist and does not exceed the maximum dollar limits of the program. Any exceptions to this section, when extenuating or other justifiable circumstances warrant an exception or waiver, are subject to approval by the Assistant Director of Community Development and Planning. If none of the bids solicited are within 20 percent lower or 10 percent higher of the preliminary work write-up initially or by negotiation, the proposals must be rejected and other proposals must be obtained that are within the specified cost limits. Any bids received outside of the estimated range of housing rehabilitation will be rejected and the property owner will be notified in writing. Contracts will not be awarded until the Housing Authority of the City of Arlington has completed its contractor certification and the contractor has met the requirements. This exclusion may be appealed by the property owner as stated in Section XXIV.

- C. Contractors new to the Housing Rehabilitation Program will only be able to have one contract in progress at any time until they have successfully completed at least three (3) contracts. Successful completion of three contracts removes this restriction and the contractor may have more than one rehabilitation project at any given time.
- D. When an acceptable, eligible bid has been secured and the general contractor is selected, the contractor is notified that he/she must furnish the Housing Authority of the City of Arlington with a current *Certificate of Insurance*, a completed *Contractor Information Form*, and a statement concerning the non-use of lead-based paint. Staff will be responsible for verifying the accuracy and completeness of the forms submitted by the contractor. If all submitted documents are in order and the contractor is not on the list of parties debarred or suspended from participation in federal procurement or non-procurement programs or if the contractor is not suspended or debarred from participation in the Housing Rehabilitation program, staff will proceed with the preparation of contract documents.
- E. Participating general contractors must obtain all permits that are required to perform the authorized scope of work. The contractor must comply with all the regulations governing the issuance and inspections of any work permitted. Furthermore, all general contractors and subcontractors must possess trade or other professional licenses as may be required by the State of Texas and the City of Arlington in order to perform such functions that are subject to licensing. Each contract between a contractor and a property owner shall contain language denying participation to contractors who fail to perform in a satisfactory manner.
- F. Contractors proven to provide poor service or quality of workmanship and/or who exhibit behavior that is not professional in the opinion of the City of Arlington or the Housing Authority of the City of Arlington will be debarred or suspended from any future contracts with the Housing Rehabilitation Program. Contractors will be informed of this decision in writing with the opportunity to appeal to the Assistant Director of Community Development and Planning or his/her designee.
- G. Emergency Repair contracts and Architectural Barrier Removal contracts of \$5,000 or less will be negotiated by program staff. The property owner must approve the work write-up / scope of work.
- H. Contractors will be required to have criminal background checks performed as indicated in Appendix G.

VIII. INSURANCE REQUIREMENTS FOR CONTRACTORS

To execute a contract in connection with the City of Arlington's Housing Rehabilitation Program, a general contractor must submit a Certificate(s) of Insurance on ACCORD Form 25 from a satisfactory insurer(s) stating that such general contractor carries the types and amounts of coverage required for this program, as stated in Appendix A, *Contractor Insurance Requirements*.

Contractual liability coverage shall apply to all contracts between the general contractor, the City of Arlington, and the property owner(s), who are beneficiaries of the Housing Rehabilitation Program.

The City of Arlington shall be named as additional insured under the general contractor's protective coverage. General contractors or agents participating in the Housing Rehabilitation Program must furnish the Housing Authority of the City of Arlington, written notice of any change and/or cancellation of the required coverage no less than ten (10) days before any such change is effective. Coverage will be verified by staff before contract execution.

IX. CONTRACT DOCUMENTS AND INSPECTIONS

Contract documents to be executed by the property owner and the general contractor will be prepared by the Housing Authority of the City of Arlington after a preconstruction conference is held (not applicable for the Housing Rehabilitation Program's Emergency Repair assistance) at the residence to be rehabilitated between the property owner, contractor and Rehabilitation Specialist. At this preconstruction conference, the property owner and contractor will agree to work condition, use of facilities and other construction related matters. Such documents must be fully executed prior to beginning the rehabilitation work. These contract documents shall state a specific date for commencement of the work, a specific date for completion of work, and a copy of the Rehabilitation Specialist's work write-up. An executed copy of the contract shall be furnished to the property owner, contractor, and to the Rehabilitation Specialist.

It is the goal of the Housing Rehabilitation Program to ensure that all work is completed in the highest quality and in a professional workman like manner and to ensure customer satisfaction to the highest extent possible, while ensuring effective and efficient administration and use of staff time. Inspections will be made by Housing Authority of the City of Arlington staff while the work is in progress. The required plumbing, electrical, structural and mechanical inspections will be conducted by the City of Arlington's Building Inspections Division (or its designated representative) and the rehabilitation specialist while the work is in progress. Upon completion of the work, a final inspection will be conducted by the Rehabilitation Specialist, the property owner, and one additional Community Development and Planning Department staff member. Green tags issued by the City of Arlington's Building Inspection Division will take precedence over all other inspections or approvals. The general contractor's presence is recommended, but not required, at such final inspection. However, the general contractor must sign a *Certificate of Completion* and *Bills Paid Affidavit* before submittal of an invoice for final payment. Community Development and Planning Department staff will not

sign the *Certificate of Completion* until all work has been completed and approved by the property owner.

In a situation where the property owner refuses to approve the completed work, a written complaint must be filed with the Housing Authority of the City of Arlington by the property owner within ten business days (see Section XXIV). Failure to file a written complaint within the specified timeframe shall indicate acceptance of the work and the contractor will be paid in full.

In no instance should any outside agreement exist between the property owner, contractor, or any other entity during the construction period regarding repair/remodel/modification of the home. Failure to comply with this provision will result in the termination of the contract and require immediate payback of the funds expended by the City of Arlington. If the contractor performing other repairs/remodels/modifications is the same as selected by the property owner for the Housing Rehabilitation program, then all funding due that contractor will be forfeited and the forgivable loan will be adjusted or cancelled, as required.

X. TIME FOR COMPLETION

Upon execution of the contract documents by the property owner and the general contractor, a *Notice to Proceed* (Notice) will be issued by staff. If a lien is to be filed, work may begin immediately after the expiration of the three day ***Right of Rescission Period***, after the notice has been received by the contractor, work authorized by a forgivable loan award must begin within ten (10) calendar days and be completed within sixty (60) calendar days of receipt of the *Notice to Proceed*, unless otherwise approved by the property owner and accepted by the Rehabilitation Specialist. Work authorized under the Housing Rehabilitation Program - Architectural Barrier Removal assistance must begin within ten (10) calendar days and be completed within thirty (30) calendar days of receipt of the Notice to Proceed

For Housing Rehabilitation - **Emergency repair** grants, the contractor will be notified by phone and the authorization to begin work will be in the form a work write-up signed by program staff and the property owner. A copy of the work write-up will be provided to the property owner. Prior to beginning work, the contractor must have a copy of the work write-up signed by the property owner and program staff. The contractor must begin work within 24 hours and complete within 72 hours from the date noted on the work write-up.

Any contractor who does not begin or complete the work within the time specified in the contract may be assessed liquidated damages of \$100.00 per day for each day he/she runs over the established completion date. Contractors must notify both the property owner and Rehabilitation Specialist to request an extension of the completion date and state the reasons for such extension. If approved by program staff, based on an inspection of ongoing work, the newly approved completion date

must be approved by the property owner and documented in the city's file. Contractors will not be granted more than two time extensions, unless extraordinary circumstances (as determined by the Rehabilitation Specialist and his/her supervisor) justify a further request. The Assistant Director of Community Development and Planning or his/her designee is not required to approve a time extension change order. Any extension of time will be documented by a change order. (See section XIII.)

XI. NON-USE OF LEAD BASED PAINT

The use of lead based paint is strictly prohibited in the Housing Rehabilitation Program. Notification concerning the dangers of lead-based paint will be distributed to the occupants of all homes to be rehabilitated, and signed documentation of the receipt of such information will be made part of the official case file. Each rehabilitation contract shall contain language prohibiting the use of lead-based paint. All exposed surfaces (walls, ceilings, floors, etc.) in all homes built prior to 1978 to be rehabilitated will be inspected for the presence of defective surfaces with previously applied lead-based paint. All defective surfaces (cracking, peeling, etc.) will be addressed during the rehabilitation process. Should lead-based paint be found, coverage, removal, or other corrective actions taken in accordance with HUD Regulation 24 CFR, Part 35 will be conducted in a manner that avoids further diffusion of lead particles throughout the residence. A further description of relevant procedures is contained in Appendix B of this document.

XII. GENERAL SPECIFICATIONS

Contractors performing work for the Housing Rehabilitation Program will adhere to the "General Specifications for Housing Rehabilitation Programs in the City of Arlington, Texas," contained in Appendix D of this manual. Contractors are also expected to be familiar with, and to comply with, all locally adopted, written property codes, written rehabilitation standards, bid specifications, and ordinances currently adopted by the City of Arlington. In the event a conflict is determined to exist between the General Specifications for the Housing Rehabilitation Program and the City of Arlington adopted codes, the stricter of the two shall apply.

XIII. CHANGE ORDERS

A. No modification(s) of the contract shall be made except by written instrument, signed by the contractor, approved by the property owner, and accepted by the staff.

- B. Change orders may be authorized for necessary work items that were initially overlooked or which could not be determined until the course of the rehabilitation work had already begun or to add an approved priority V item if all required priority I thru IV items have been repaired and adequate funding is available.

Change orders must be requested prior to commencement of the proposed changed work in order for such costs to be reimbursable. Change orders may be authorized as follows:

1. To add work necessary to correct incipient items (priority III) that have been found defective after work is in progress, but were not anticipated at the time the contract was executed.
2. To correct priority I defects that must meet City Code requirements.
3. To make required repairs and additions to the contract that would exceed program limits, an item of lesser priority on the work write-up may be deleted. Deletion of items shall be at the previous line item bid amounts, unless said items have no specific costs, in which case they shall be deleted by negotiation at prevailing rates. The Rehabilitation Specialist is authorized to negotiate contract changes on behalf of the property owner with supervisor approval. With the exception of work required to meet city codes, written rehabilitation standards, health and safety requirements, and weatherization or mechanical deficiencies, the property owner may determine the priority of the items on the work write-up and may approve all decisions regarding substitution of a higher priority work item for a lower priority work item.
4. To add an approved priority V item if all required priority I – VI items have been corrected and there is adequate funding available.
5. To add an approved priority II item if all priority I items have been corrected and the property owner would like to deduct a priority III thru V item in order to improve accessibility of the home
6. Total change orders on any job (Except Emergency Repair assistance) may not exceed 20 percent of the total dollar amount of the original contract, unless approved by the Assistant Director or his/her designee. Such an approval may be granted only based on the essential nature of the additional work to be performed and following verification that substitutions for lower priority work items were insufficient to reduce the overall contract cost to the funding limit.
7. Additional time for the completion of the scope of work is subject to the approval all parties. Requests for additional time will be submitted by the

contractor with approval from the property owner, Rehabilitation Supervisor and Rehabilitation Specialist.

8. The Rehabilitation Specialist is authorized to approve Emergency Repair Change Orders without supervisory approval up to \$1,000.00. When the total sum of change orders exceeds \$1,000.00 or will exceed program limits, the Rehabilitation Specialist must receive written approval from the supervisor
9. Priority II thru V are not eligible items under Emergency Repair assistance and therefore cannot be added to the scope of work as an Emergency Repair change order item.
10. Priority I, III, IV and V are not eligible items under Architectural Barrier Removal assistance and therefore cannot be added to the scope of work as a change order item.

Except for the purpose of affording protection against any emergency endangering life or property, the contractor shall not perform any extra or additional work beyond that which is actually required in the contract.

XIV. PAYMENT OF CONTRACTORS

- A. Upon completion of the work, a final inspection, signed by the property owner, Rehabilitation Specialist, and a qualified building official or his/her designee will be conducted. Thereafter the contractor will submit an invoice for final payment less retainage to the Housing Authority of the City of Arlington. The City of Arlington will issue a check to the contractor for the full amount of the contract (plus change orders), less 10% retainage, which will be withheld for thirty (30) days. After thirty (30) days, the contractor will then submit an invoice for final payment of retainage accompanied by *Bill Paid Affidavit* and *Release of Lien* signed by all subcontractors involved in the project. Should the property owner fail to approve the final inspection and refuse to sign this final certification, payment may be withheld from the contractor. However, should the property owner fail to file a written complaint within the required 10 calendar day time period, specifying the work items and/or the nature of the work in question with an explanation why it was not approved, the City may not unreasonably withhold payment for work performed by contractors, where the work was performed appropriately and according to industry standards with the approval of the Rehabilitation Specialist and a qualified building official or his/her designee.
- B. Up to one (1) partial draw may be requested by the contractor participating in the Housing Rehabilitation program (not applicable in to Emergency Repair assistance). This partial draw will be documented and inspected as a final inspection on major systems that have been repaired, a green tag from the

City of Arlington's Building Inspection Department will be required if it includes any "permit required" work. Before the contractor submits the invoice for final payment less retainage, a lien release will be required for the partial draw previously paid and final payment less retainage.

XV. WARRANTY

- A. Upon completion of the work, the general contractor shall furnish a limited one-year warranty on labor and materials, a one-year warranty on roofing repairs, and a two-year warranty on the removal of all existing roofing and the replacement thereof with a single new layer. In instances where the living environment or lack of maintenance has caused items repaired during the rehabilitation of the home to fail, the warranty coverage will not apply. An example is where a pet has caused damage to door frames or siding
- B. The contractor must also provide copies of all manufacturers' warranties such as appliance warranties, paint warranties and carpet warranties to the property owner so they can access warranty assistance after the contractor's one-year limited warranty on labor and materials has expired. The property owner is responsible to notify the contractor of any warranty claims. If the contractor fails to honor/respond to a warranty claim, the property owner may contact the Rehabilitation Specialist for assistance.
- C. On all Housing Rehabilitation projects (not including Emergency Repair assistance or Architectural Barrier Removal assistance), the Rehabilitation Specialist shall perform an inspection of the applicant's rehabilitated home 11 months after the completion of the rehabilitation repairs, to ensure that no work that was completed needs warranty repairs. In an instance where an applicant will not allow access to perform the inspection, the applicant waives the right for any future inspection and follow-up warranty work.
- D. In instances where, after two notifications of a Final Inspection to the homeowner, the homeowner does not allow a Final Inspection, the owner will be issued a formal written notice of non-compliance, including a reasonable time to comply, and advised that failure to comply will result in a demand to repay the grant funds expended on their home in full.

XVI. APPLICANT/PROPERTY OWNER OBLIGATION

- A. Upon acceptance of the proposed construction work and execution of the proper paper work, the City of Arlington will place a lien against the property for the full value of the City's contribution to the project, as stated in the contract, executed by all parties, (except in the case of Emergency Repair assistance). The lien will be in full force for five years after the work is completed.
- B. The amount of the loan shall be forgiven on a monthly-prorated basis over the five-year period. Should the property change ownership through sale during

that period of time, the applicant will reimburse the City, from the sale's proceeds for that prorated portion of the loan that has not yet been forgiven, at zero percent interest. During the term of the forgivable loan, the property owner agrees to notify the City, in writing, within ten calendar days of a change in the ownership or foreclosure of the property

- C. Should the property change ownership through inheritance, the heirs will be responsible for clearing the lien by making reimbursement to the City of the prorated portion, at zero percent interest, over the remainder of the five-year period. Such reimbursement procedures shall be administered at the direction of the Assistant Director of Community Development and Planning or his/her designee. Heirs to rehabilitated property may request a waiver in this provision, through written application to the Assistant Director of Community Development and Planning or his/her designee, given that of the following condition applies:
- The heirs will reside at the property and are eligible for participation in the program because they meet the low-income eligibility requirements specified herein.
- D. If the property is sold, transferred or assigned, other than through inheritance referenced in C above, the amount of the remaining balance of the forgivable loan due and payable to the City of Arlington's Housing Rehabilitation grant program shall be satisfied.

XVII. PROCEDURES FOR FILING LIENS – FORGIVABLE LOAN

- A. Upon approval of the *Rehabilitation Construction Contract* between the property owner and contractor, the property owner shall execute a *Mechanic's Lien Note* and *Mechanic's Lien Contract* with the contractor for the amount of the agreed improvements to be advanced by the City of Arlington.
- B. The *Mechanic's Lien Note* and *Mechanic's Lien Contract* shall be additionally secured by a *Deed of Trust* lien of even date therewith. The contractor shall assign the *Mechanic's Lien Note* and *Mechanic's Lien Contract* to the City of Arlington.
- C. The *Mechanic's Lien Note* shall be due and payable according to its terms upon any sale of the property secured by such *Mechanic's Lien* during the five-year period following the contract date for the program.
- D. The note obligation due the City of Arlington shall not bear interest and will be forgiven by the City of Arlington on a monthly prorated basis over the five year period. In the event the rehabilitated property is not sold during the five-year period following completion of the improvements, the *Mechanic's Lien Note* shall be deemed by the City of Arlington to be forgiven and the City of Arlington will execute a full release without obligation by the property owner/applicant.

- E. In the event the property owner/applicant transfers title to the property secured by the mechanic's lien or otherwise default on the terms of the "Note" during the five-year period following completion of the improvements, the applicant/property owner shall pay to the City of Arlington the remaining balance of the *Mechanic's Lien Note*. Otherwise, the City of Arlington shall have the option to demand full payment of the remaining balance of such *Mechanic's Lien Note*. Upon failure by the property owner to pay such remaining balance, the City of Arlington may proceed to exercise its right of foreclosure under the *Mechanic's Lien Contract* and *Deed of Trust*, securing the payment of such *Mechanic's Lien Note*.
- F. Transfer of title to a rehabilitated property secured by a *Mechanic's Lien Note* and contract under this program as described in the paragraph above, to the heirs, devisees, or assigns of an property owner shall at the option of the City of Arlington be deemed to be a sale to a third party purchaser without the prior written consent of the City of Arlington and subject to all rights of note acceleration and foreclosure retained in the *Mechanic's Lien Contract* and *Deed of Trust* securing the lien in the favor of the City of Arlington. Heirs, devisees, or assignees of the applicant/property owner eligible for low or moderate-income housing assistance from the federally funded programs through the City of Arlington may request a waiver of the City of Arlington's rights and powers of acceleration and foreclosure under the *Mechanic's Lien Contract* and *Deed of Trust* liens, but the City of Arlington has no obligation to grant any such waiver.

XVIII. MULTIPLE ASSISTANCE

The City of Arlington Housing Rehabilitation Program limits the amount awarded to an applicant to a total of one forgivable loan for each assisted property. In no instance will the property owner be eligible for an additional forgivable rehabilitation loan for the same property address.

Homeowners who received NSP-1 assistance are not eligible to apply for a Housing Rehabilitation program forgivable loan after receiving NSP-1 housing rehabilitation on the same property.

The Emergency Repair assistance will limit assistance to an eligible property owner to one grant of up to \$5,000 during a three-year period.

The Architectural Barrier Removal assistance is limited to one time assistance to property owner or renter.

XIX. VARIANCES FROM POLICY

Unless otherwise stated within this policy, variances from these policies and procedures shall only be granted by the Arlington Housing Authority's Board of Commissioners, under extraordinary and extenuating circumstance and, by recommendation of the Assistant Director of Community Development and

Planning. The Board of Commissioners will consider a variance to the existing policies that document specific hardship on the part of the property owner or other parties involved in a project, and that granting a variance will further the goals, purposes, and effectiveness of the Rehabilitation Program and will conform to all applicable HUD guidelines.

XX. RIGHTS AND RESPONSIBILITIES OF THE PROPERTY OWNER

The applicant is responsible for submitting true and accurate financial and other information required to document eligibility for the program. The applicant is also responsible for notifying the Housing Authority of the City of Arlington, in writing, of any change in household composition or income within ten calendar days of such change. Failure to provide updated information shall result in exclusion from the program. The applicant is also responsible for:

- a) Selection of the contractor (except for Emergency Repair assistance and the Architectural Barrier Removal assistance)
- b) Making reasonable accommodation to the schedules of the contractor and the Rehabilitation Specialist for the purposes of inspections, completion of work, etc.
- c) Reviewing, executing, and understanding the contract, work write-up, and associated documents
- d) Notifying the contractor and rehabilitation specialist of any concerns during the construction period and during the warranty period
- e) Participating in the final inspection and executing the Final Inspection Report
- f) Identifying the priority of all work items not essential for bringing the structure to city code
- g) Repaying the prorated share of the project cost that may not yet be forgiven under the terms of the lien, if the property is sold within five years of completion of work.
- h) Providing proper maintenance to all installed items/components to help minimize premature failure or damage.
- i) Maintaining required insurance for the duration of the lien.
- j) Homeowner must notify the Housing Rehabilitation Program Staff of any changes in insurance during the 5 year lien.

XXI. RIGHTS AND RESPONSIBILITIES OF CONTRACTORS

The contractor is responsible for completing the work as identified in the contract and work write-up within the agreed-upon timeframe and for the following:

- a) Communicating with the property owner and the Rehabilitation Specialist regarding status of the work during the construction period
- b) Adhering to warranty agreements
- c) Notifying the Rehabilitation Specialist in writing, including justification(s) of the need for any change orders and negotiating with the Rehabilitation

Specialist regarding the cost of such change orders and time required to complete them

- d) Completing any items identified at the final inspection prior to execution of the Certificate of Completion
- e) Cleaning the property of work material after conclusion of work
- f) Ensuring quality of workmanship and materials in compliance with the contract
- g) Performing warranted work within the warranty period(s)
- h) Making reasonable accommodation with city staff and the property owner regarding scheduling of inspections and completion of the work
- i) Performing all work in an acceptable and professional manner
- j) Completing all required Priority I items prior to starting any Priority II, III, IV or V items as identified in Section VI. Eligible Improvements and Upgrades.

XXII. RESPONSIBILITIES OF CITY OF ARLINGTON

The City of Arlington is responsible for paying the contractor as set forth in the contract. City staff is responsible for administering the program in a professional manner that ensures maximum effectiveness, efficiency, and customer satisfaction. City staff is also responsible for the following with regard to individual rehabilitation projects:

- a) Communicating with the property owner and contractor regarding all administrative procedures that affect completion of the work on behalf of the property owner.
- b) Making reasonable accommodation with both parties regarding scheduling of inspections
- c) Documenting project files in compliance with all applicable HUD regulations
- d) Advising the homeowner regarding city property standards, code requirements, and housing rehabilitation standards which may affect the prioritizing of work items
- e) Clarifying with the homeowner the advisability and eligibility of certain repairs
- f) Negotiating with the contractor regarding necessary change orders
- g) Following up with contractors to ensure that necessary warranty work is completed as required during the warranty period(s).

XXIII. SEQUENCE OF EVENTS

The following is an outline of the normal sequence of events for rehabilitation assistance.

A property owner completes and submits a preliminary application form to the Housing Authority of the City of Arlington (in person, by mail or other electronic

media) and provides his/her name, address, and other pertinent information.. Upon receipt, the preliminary application will be reviewed for completeness and it will be date and time stamped. For properties eligible under Section III. B. ii., property owners will act as liaison between City staff and the tenants to obtain documentation necessary to establish income eligibility.

In cases where the homeowner is applying for Emergency Repair assistance, the Rehabilitation Specialist shall respond to the request for assistance within one (1) business day from the date that the application is approved. Requests for Emergency Repair assistance will be processed ahead of all requests for assistance in the Housing Rehabilitation program.

Program staff shall maintain the Housing Rehabilitation program waiting list in chronological order and by established preferences. As funding and other resources are available applicants shall be selected from the waiting list in accordance with established selection policies, notify the applicant that they have been selected and process the application for assistance.

When the property owner's application is selected from the waiting list, staff will verify that all the requirements for eligibility have been met. The homeowner is required to furnish documentation that verifies the household income and other property related information for eligibility purposes. Program staff shall verify income in accordance with HUD regulations and established policy and procedures.

The Rehabilitation Specialist will conduct an inspection of the property to be rehabilitated and prepares a work write-up and cost estimate. The inspection may include a lead assessment, noise assessment, structural assessment by a State of Texas Engineer licensed to practice in the State of Texas and any other diagnostic test determined necessary by the Rehabilitation Specialist.

The work write-up and cost estimate will include all items necessary to bring the structure into compliance with the City of Arlington written property standards and to applicable Code; including items recommended as necessary to preserve the property's structural integrity, weatherization and quality of living conditions, and any other items requested by the property owner which are eligible under the City's written Rehabilitation Standards and HUD guidelines.

Program staff shall also determine if any of the violations noted on the work write up may be eligible for repair under the property owner's insurance policy and, if so, will notify the property owner's insurance agent to determine eligibility. If the violation is eligible for repair under the property owner's insurance policy, staff will notify the agent of the violation and staff will remove the item from the work write up.

Eligible repairs must be classified under one of the priorities identified in Section VI, Eligible Expenses. If the property can be rehabilitated in accordance with all

current Housing Rehabilitation program policies, staff will then inform the property owner that they are eligible to receive assistance.

Staff provides the property owner with a "Homeowner's Packet," containing instructions on the following:

- a) List of Housing Rehabilitation Program pre-qualified contractors
- b) Copies of the work write-up
- c) Bid specification sheet) Information about the Housing Rehabilitation Program and contractor requirements.
- e) Program staff shall create the necessary bid documents and issue notice of the bid documents in accordance with established competitive procurement requirements for a period not to exceed 30 calendar days. The Department reserves the right to amend the bid documents or extend the bid deadline. The program requires the receipt of a minimum of two proposals (bids) from general contractors on the planned repairs. Any amendment to the bid document and or extension of the bid deadline must be approved by the Assistant Director of Community Development and Planning or his/her designee.
- f) Staff reviews the bids received with the property owner. Any qualified proposal may be selected by the property owner, as long as the price quoted is within the range of ten percent above or 20 percent below the cost estimate prepared by the Rehabilitation Specialist.
- g) The general contractor selected, by the property owner, is notified by program staff that they are selected to perform the work. The Contractor must submit or have on file with the City of Arlington a valid *Certificate of Insurance*, a completed *Contractor Information Form*, and a statement concerning the non-use of lead-based paint.
- h) Program staff reviews the above referenced documents to insure that all program requirements have been met.
- i) Program staff prepares the contract documents for execution by the property owner and the general contractor. In addition to these documents, the property owner is required to read and review the program's grievance procedures and signs a statement indicating acceptance and understanding of these terms and conditions.
- j) A *Notice to Proceed* is issued to the contractor, after a preconstruction conference is held (not applicable for emergency repairs). Normally the preconstruction conference is held at the residence to be rehabilitated and the property owner, contractor and Rehabilitation Specialist attend the preconstruction conference. At this preconstruction conference the property owner and contractor will agree to working conditions, use of facilities and other construction related matters, and they establish a start date and a completion date for the construction. The property owner will be required to initial each item on the work write up to indicate their understanding and acknowledgement of the type of work that will be performed at their residence.

- k) Required plumbing, electrical, and mechanical inspections are conducted by the City of Arlington Building Inspections Division and the Rehabilitation Specialist while the work is in progress. Any other inspections of work on-going will be optional, based on project feasibility, the specialist's work schedule, and the request of the property owner.
- l) When the contractor notifies the Rehabilitation Specialist that the work is completed, a final inspection is conducted by the property owner, the Rehabilitation Specialist, and the qualified building official or his/her designee (or other Community Development and Planning Department staff). The *Final Inspection Report* is executed by the property owner, contractor, and City, after all work is completed as specified by the contract.
- m) The Contractor submits an invoice for final payment less retainage to the Housing Authority of the City of Arlington and provides a warranty on labor and materials to the property owner.
- n) Payment less retainage is made to the contractor by the City of Arlington.
- o) Other than for Emergency Repairs and the Architectural Barrier Removal grants program staff files a lien on the subject property in accordance with the contract and Section XVII, Procedure for Filing Liens in this policy.
- p) Thirty calendar days after the final closeout, the contractor submits the invoice for final payment with retainage and signed lien waivers for final payment (of retainage), provided that neither the property owner nor the Community Services Department has received notice of unpaid bills from suppliers or subcontractors. Copies of the contract documents are given to the contractor with the final payment.

XXIV. GRIEVANCE PROCEDURES

A. Appeal Process

Property owners or contractors with concerns about the administration or operation of the Housing Rehabilitation Program should communicate these concerns to the Rehabilitation Specialist and his/her immediate supervisor. If these concerns cannot be negotiated or resolved successfully between the parties, they may file an appeal with the Assistant Director of Community Development and Planning or his/her designee. Such an appeal shall be in writing, identifying the basis for the specific complaint, the section in the contract or policies/procedures which are perceived to be violated, and the sequence of events affecting the project to date. All relevant supporting documentation (photographs, copies of dated Certificate of Inspection, insurance information, etc.) should be attached.

The Assistant Director of Community Development and Planning or his/her designee will respond to this complaint in writing within 10 business days of receiving the complainant's letter. The Assistant Director of Community Development and Planning or his/her designee is authorized to make reasonable accommodation, as necessary, to resolve complaints within HUD guidelines and

in accordance with the program goals of efficiency, effectiveness, and customer satisfaction.

In cases where technical expertise is required for assessment of the quality of work or materials, claims adjusters, or other appropriate technical professionals such as housing inspectors, structural engineers, flooring or cabinetry experts, plumbers, etc. who are not associated with either party involved in the dispute may be called upon for an impartial analysis. Any costs for such services may be paid by the City of Arlington if approved by the Assistant Director of Community Development and Planning or his/her designee. Such claims adjusters or appropriate technical professionals shall be identified through an objective purchasing procedure after solicitation of a minimum of two bids. Determination of the required qualifications of such a third-party specialist shall be made by the Assistant Director of Community Development and Planning or his/her designee.

The property owner is entitled to an appeal which will be conducted as an informal hearing with the Assistant Director of Community Development and Planning or his or her designee serving as hearing officer. The decision of the hearing officer will be final.

Upon approval of the property owner's application for assistance, the applicant shall be given the opportunity to read the above "Rights and Responsibilities" and "Grievance Procedures" sections of this document and shall sign a statement indicating that he/she understands them. This statement shall be maintained in the official case file.

The Housing Authority of the City of Arlington may at any time terminate or deny assistance for a property owner for any of the following reasons:

- If any member of the household fails to sign and submit consent forms for obtaining information, such as income verifications and other release of information forms.
- If any member of the household violates any of the policies and procedures under this program.
- If the property owner or family member commits fraud in connection with this program.
- If the property owner or family member, or tenant has engaged in or threatened abusive or violent behavior towards Arlington Housing Authority or City of Arlington personnel
- If an applicant selected from the waiting list fails to attend two briefing appointments, the application will be removed from the waiting list. All applicants denied assistance will be given written notice of the denial including the reason for the decision and an opportunity to request an appeal within a limited time frame. The Assistant Director of Community

Development and Planning will review any appeal and render a fair and impartial determination. This section does not prevent an applicant from applying for an emergency repair grant if needed.

B. Initial Determination to Deny Assistance

The program staff may receive information regarding grounds for denial of assistance through file review, third parties or other reliable sources.

Upon receiving such information, the program staff will send a letter to the property owner scheduling an appointment to discuss the alleged grounds for denial of program assistance or to provide requested necessary information. This letter will include the alleged basis for denial of assistance and inform them that they have 10 calendar days to contact staff to schedule a meeting.

If the property owner provides acceptable information to the Housing Authority of the City of Arlington, the information will be placed into the property owner's file with an explanation of the findings and the matter is closed.

If the property owner does not respond to the letter, or furnish the requested information, then the program staff will send a final letter informing the property owner of intent to deny assistance under this program. The letter shall also indicate that the property owner has 10 calendar days to appeal this decision and may request an informal review with the Assistant Director of Community Development and Planning or his/her designee.

If the property owner does not request an informal review within 10 calendar days of the date of the letter, the request for assistance will be denied and a letter mailed to the property owner indicating denial for assistance is final.

C. Informal Reviews

When a property owner requests an informal review, the following procedures will be followed.

The program staff will schedule and conduct an informal review at the earliest convenient time after receipt of the property owner's written request. The staff shall advise the property owner of the appointed time in writing.

The Assistant Director of Community Development and Planning may conduct the hearing or assign the request for an informal review to a designee serving as the hearing officer. The hearing officer may not be the person who made the decision under review, or a subordinate of this person.

The property owner must be given the opportunity to present written or oral objection to the standing determination.

The person conducting the informal review will receive and review the property owner's objections and will base their decision on:

- a) Whether or not applicable policy was or would be violated
- b) The validity of the evidence presented by the property owner and the Housing Rehabilitation Program Staff
- c) Unusual or extenuating circumstances that may warrant an exception to program policies

D. Notice of Decision

Upon conclusion of the informal review, the hearing officer shall have 10 calendar days in which to issue a Notice of Decision. The Notice of Decision shall be in writing and shall include the following:

- a) Introduction – The introduction will generally include the name of the property owner, date, time and place of the review; name of the hearing officer; name of the Housing Rehabilitation Program Representative; and the name of the property owner's representative, if any.
- b) Background – The background will provide a statement of the policy violated
- c) Summary of Facts – A brief summary of relevant facts presented by both parties, documents presented and the statements given by other interested parties.
- d) Final Decision – The decision of the City of Arlington

The Notice of Decision must inform both parties that the time within which judicial review must be sought is governed by Code of Civil Procedures and must be mailed to the property owner and his/her representative, if any, with proof of service.

In no circumstance will the decision of the hearing officer violate any HUD regulatory requirement.

XXV. FRAUD AND PROGRAM ABUSE POLICY

The City of Arlington, the Housing Authority of the City of Arlington and program staff consider the Housing Rehabilitation program as a valuable resource for needy residents. The Housing Rehabilitation program is not an entitlement program to property owner recipients. The program staff shall purpose to ensure that the administration and operation of the program is in full compliance with applicable HUD regulations and City of Arlington program policy and that all necessary and appropriate actions are taken to safeguard the public trust.

The following procedures will be followed only after the property owner has been allowed to exercise their rights as outlined in section XXIV.

A. Investigation

1. Upon receipt of an allegation, staff will determine if the allegation is a program violation and what type of documentation or verification is needed to confirm or deny the allegation.
2. Staff will gather the necessary documentation and prepare a case file that will include the allegation, policy violated, supporting documentation and any other pertinent information including conducting an interview of the applicant/recipient, as needed.
3. If the evidence does not support the allegation, the report will represent that the investigation is closed with all appropriate documentation and reports placed in the applicant's/recipient's file indicating the outcome of the investigation.

B. Enforcement

1. If the applicant cannot present evidence that would clear them from the allegation or, the applicant does not respond to staff requests for information within ten calendar days from the date of the request, program staff will send the applicant a letter stating that their application for assistance has been denied. The letter shall include the reason for denial and the policy violated and a statement that describes their right to appeal. The applicant shall have ten calendar days to respond to the letter. Failure to respond to the letter within ten calendar days will forfeit the applicant's right to appeal.
2. If a recipient fails to make two consecutive payments, the City of Arlington may notify the recipient, in writing, of its intent to exercise its right to foreclose on the property. Notification must be by United States Postal Service Certified Mail, Return Receipt Requested, and must give the recipient the opportunity to appeal the decision to the Assistant Director of Community Development and Planning or his/her designee. The recipient shall be given 10 calendar days to request an appeal. Failure of the recipient to respond in writing within 10 calendar days will forfeit the recipient's rights of appeal.

C. Appeals

In either type of enforcement action, a letter shall be mailed notifying the applicant/recipient of their right to appeal in cases of denial of assistance or repayment of grant funds

1. Fraud and/or Program Abuse – Preliminary Application Phase, No Funds Expended
 - a. The applicant will be provided the right of appeal.

- b. If the applicant is found to be guilty of fraud and/or program abuse and the decision of the hearing officer is to deny the property owner's request for assistance, the property owner's application will be voided and the property owner will be ineligible for any future assistance under the Housing Rehabilitation Program.
2. Fraud and/or Program Abuse – Construction, Work in Progress Phase – Funds Obligated and/or Expended
 - a. Any work that has not been started and is not required to complete work that is already in progress will be halted. The contractor and property owner will be notified by staff, in writing, which items are authorized to be completed and which items will not be authorized for completion.
 - b. Staff will determine the amount of funds expended and will authorize payment to the contractor once the Rehabilitation Specialist and one other Community Development and Planning Dept. Staff member have inspected the work and determined the work meets rehabilitation standards.
 - c. The property owner's presence shall be requested at the time of final inspection but is not required.
 - d. If the property owner refuses to allow access to the property, the contractor shall be required to complete a statement of work completed affidavit indicating the amount of payment requested based on items identified on the bid document that have been completed.
 - e. The property owner will receive a statement indicating amount owed and will be required to pay that amount within 30 days from receipt of notice unless there was an alternative payment schedule established, and agreed upon by the AHA, during the informal review process as outlined in section XXIV.
 - f. The work completed shall carry no warranty.
3. Fraud and/or Program Abuse – Work Completed and Lien Filed

In circumstances where the property owner has received rehabilitation assistance and a lien has already been filed, the property owner will be required to repay the amount of the lien in accordance with the following schedule unless an alternative payment schedule was established and agreed upon by the AHA during the informal review process as outlined in section XXIV.

D. Repayment Schedule

1. \$500 or less – recipient must repay the entire amount within 30 calendar days of notification

2. \$501 - \$5,000 – recipient must pay one-third down within 30 calendar days of notification and the balance must be paid in twelve equal monthly payments starting sixty calendar days after notification
3. \$5,000 - \$24,500 – recipient must pay one-third down within 30 calendar days of notification and the balance must be paid in thirty-six equal monthly payments starting sixty calendar days after notification
4. If a recipient fails to make two consecutive payments, the City of Arlington may notify the recipient, in writing, of its intent to exercise its right to foreclose on the property. Notification must be by United States Postal Service Certified Mail, Return Receipt Requested, and must give the recipient the opportunity to appeal the decision to the Director of Community Development and Planning or his/her designee. The recipient shall be given 10 calendar days to file a written response. Failure of the recipient to respond in writing within 10 calendar days will forfeit the recipient's rights of appeal.

E. Referral to HUD

The Housing Authority of the City of Arlington may, at its discretion, refer a case involving fraud and/or program abuse to HUD for review and possible criminal prosecution.

XXVI. APPENDICES

The appendices are general forms and specifications used in the administration of the Housing Rehabilitation program and are subject to periodic change. The documents in the appendices do not require Board of Commissioner review or adoption of the City Council and therefore may be modified without formal approval of the above referenced bodies.

Appendix A

CONTRACTOR INSURANCE REQUIREMENTS FOR HOUSING REHABILITATION PROGRAMS

Prior to executing contracts in connection with the Housing Rehabilitation Program of the City of Arlington, Texas, a general contractor must submit to the Housing Authority of the City of Arlington a certificate(s) of insurance from a satisfactory insurer(s) stating that such general contractor carries the following types of coverage in the minimum amounts stated.

I. Commercial General Liability Insurance

The policy will allow for \$1,000,000 per occurrence for bodily injury, death, personal injury, and property damage. The policy shall include coverage for premises/operations, products and completed operations, and contractual liability. This policy shall have no standard coverage removed by exclusions.

II. Automobile Liability

Coverage shall be provided for bodily injury and property damage for owned, hired, and non-owned vehicles with minimum limits in the amount required by State of Texas law.

III. Workers' Compensation and Employers' Liability

Statutory Workers' Compensation coverage with Employers' Liability policy has limits of \$1,000,000 for each occurrence, and \$1,000,000 policy limit for disease.

IV. Other Insurance Provisions

- A. The City of Arlington, Texas and the Housing Authority of the City of Arlington, Texas shall be named as an additional insured on the General Liability and Automobile Liability policies. These policies shall contain the appropriate additional insured endorsements signed by a person authorized by that insurer to bind coverage on its behalf.
- B. Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City of Arlington and the Housing Authority of the City of Arlington, its officials, employees, and volunteers for losses arising from the activities under this contract.
- C. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after 30 days' prior written notice has been provided to the city.
- D. Certificates of Insurance shall be completed on the ACCORD form only and shall be forwarded to the City of Arlington.

**LEAD HAZARD REDUCTION ACTIVITIES FOR
CITY OF ARLINGTON HUD FUNDED HOUSING PROGRAM**

I. Purpose

The purpose of lead hazard reduction activities in the City of Arlington's Housing Rehabilitation Programs is to reduce or eliminate lead hazards in pre-1978 federally assisted housing units. The goals of lead reduction activities are:

- A. to reduce lead poisoning or the risk of lead poisoning to children and families;
- B. to educate families about lead poisoning prevention; and
- C. to provide intervention through the reduction of lead-based paint hazards in pre-1978 units that contain lead-based paint hazards in the City's federally assisted housing programs.

II. General Requirements

- A. Notification - The City of Arlington and all sub-recipients must follow the lead notification procedures outlined below when dealing with pre-1978 housing units, regardless of the type of activity funded. Proper documentation that all required notification was given must be maintained in all project files. The notices are as follows.
 - 1. Lead Information Pamphlet and Lead Disclosure Form - occupants of the unit will receive the HUD/EPA pamphlet "Protect Your Family from Lead in Your Home" and the Lead Disclosure Form. If the unit is known to be a pre-1978 unit that contains lead-based paint or lead-based paint hazards, owners must notify tenants and prospective buyers if the owner at any time uses the unit for rental property or decides to sell the property.
 - 2. Notice of Hazard Evaluation or the Presumption of Lead-Based Paint or Hazards - unit occupants will receive notification of the results of any lead hazard evaluation or the presumption of lead-based paint or hazards within 15 days after the results has been determined.
 - 3. Notice of Reduction Activities - unit occupants will receive notification of the results of hazard reduction activities. The type of reduction activity will vary according to the level of assistance provided.
 - 4. Completion of two required forms Lead-Safe Housing Rule Checklist for General Compliance Documentation, and Lead-Safe Housing Rule Applicability Form, by staff. These forms are to be maintained in the file.

B. Safe Methods of Paint Removal

Program staff will a document that contractors have been informed of the permissible methods of paint removal and document safe work practices are followed. Safe work methods are required on interior surfaces larger than two square feet and on exterior surfaces larger than 20 square feet. These methods are:

1. wet scraping;
2. wet sanding;
3. chemical stripping off-site;
4. replacing painted components;
5. scraping with an infrared or coil-type heat gun with temperatures below 1,100 degrees Fahrenheit;
6. High Efficiency Particulate Air (HEPA) vacuum sanding;
7. HEPA vacuum needle gun;
8. abrasive sanding with HEPA vacuum; and covering of defective paint surface with durable materials (such as wallboard) with joints sealed and caulked. (Note: Vinyl siding is not an approved lead hazard reduction method for historic structures.)

C. Prohibited Methods of Paint Removal

Program staff will document that Contractors have been informed of the prohibited methods of paint removal. These methods are:

1. open flame burning or torching;
2. machine sanding or grinding without a HEPA local exhaust control;
3. abrasive blasting or sandblasting without HEPA local exhaust control;
4. heat guns operating above 1,100 degrees Fahrenheit or that operate high enough to char the paint;
5. power washing;
6. dry sanding or dry scraping, except when dry scraping in conjunction with heat guns, dry scraping within one foot (0.20 meters) of electrical outlets, treating deteriorated paint spots that total no more than two square feet (0.2 square meters) in any one interior room or space, or treating deteriorated paint spots that total no more than 20 square feet (2.0 square meters) on exterior surfaces; and

7. paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with the regulations of the Consumer Product Safety Commission at 16 CFR 1500.3 and/or a hazardous chemical in accordance with the Occupational Safety and Health Administration at 29 CFR 1010.1200 or 1926.59, as applicable to the work. (Note: Methylene chloride paint strippers may cause cancer and should be avoided.)

D. Suggested Paint Removal Techniques for Historic Materials

1. Abatement may not be an approved lead hazard reduction activity in historic properties. Interim controls that allow intact historic paint to remain in place (with topcoats of lead-free paint) are the least damaging to an element. Removal of lead-based paint down to the operable substrate, if carefully done, is the second least invasive treatment. (Chemical, wet sanding, or low-heat removal of paint allows the substrate to stay intact and remain in place.) If paint layering is determined to be significant, it should be recorded with a preserved sample prior to paint removal. Offsite paint stripping is the most invasive and potentially damaging paint removal treatment. When offsite stripping, the following should be considered:
 - a. If the items are easily removed (e.g., doors, shutters, or windows), they potentially can be reinstalled, once treated.
 - b. The creation of lead dust generally accompanies the removal of attached trim work.
 - c. Damage can be reduced by using chemicals, heat, and wet sanding.
 - d. Companies experienced in treating historic building parts should do paint stripping.
 - e. If elements deteriorate during the paint removal process, repair or replacement of significant components should match the original parts in size, material, and configuration. Less significant features should match the visual appearance as closely as possible.
2. When selecting from various methods, paint removal in historic preservation should focus on retaining as much of the original historic fabric as possible to preserve the historic character of the resource. The following removal techniques are recommended:
 - a. wet sanding of loose paint to bonded paint;
 - b. finish sanding using mechanical sanders and HEPA vacuum;
 - c. low-heat stripping with heat guns or heat plates (less than 450 degrees Fahrenheit, round-edge scrapper);
 - d. solvent-based non-caustic stripper to place (not ethylene chloride); and

- e. Offsite stripping with heat, chemicals, or cold-tank dipping (be careful of glued joints).
3. Paint removal techniques that are not recommended are:
- a. torch or open-flame burning that can vaporize lead and burn substrates;
 - b. wet grit blasting (except for limited cast iron or concrete under containment);
 - c. caustic strippers that can raise the wood grain (unless supervised by a trained specialist);
 - d. power washing;
 - e. power sanding that can abrade wood surfaces; and
 - f. hot-tank dipping that often disintegrates glued joints.

In properties determined by the Texas Historical Commission (THC) to be historic and containing deteriorated lead contaminated windows and doors, use wet scraping and repainting instead of replacing windows with aluminum windows.

E. Establishing Priorities for Intervention in Historic Properties

1. Significant elements should be treated with great care when physical intervention is considered as part of the lead hazard control plan.
2. Interim controls are generally the preferred lead reduction activity. If the element is extremely significant (e.g., carved mantel) and in good condition, it should be disturbed as little as possible, while still ensuring that lead hazards are controlled.
3. If the element is not particularly significant (e.g., a simple baseboard) and is in poor condition it may be acceptable to remove the entire feature and replace it with a similar or duplicate baseboard where possible.
4. If the element is significant, but deteriorated, the preservation measures should be on rebuilding or repairing the element in a manner that will not cause further damage. Careful paint removal and thorough cleaning of substrates, although time consuming, is appropriate for highly significant elements.
5. During interim control work, only the deteriorated topcoats of paint should be removed and the remaining well-bonded paint should be stabilized. The area can then be washed, re-primed, and covered with one or two topcoats of paint.
6. For highly significant properties (those listed individually in the National Register of Historic Places) where paint layering is to be removed, paint samples should be collected, labeled, and stored by a historic preservation foundation or other organization.

7. Distinctive elements for painted surfaces are generally found in three categories:
 - a. materials: wood, plaster, stone, cast iron, brick, brass, “comps” (a simulated wood/plaster), roofing metal;
 - b. features: mantels, balusters, moldings, window and door trims, cast metal stair assemblies, paneled surfaces, milled siding, turned columns; and
 - c. Finishes: grained doors, stenciled borders, painted wallpapers, bronzed or gilded finishes.

F. Emergency Rehabilitation Environmental Inspection/Work Specification <=\$5,000

1. Housing units that are pre-1978, with lead-based paint hazards and rehabilitation activities under \$5,000 and whose occupants otherwise qualify for the program based on income guidelines published by the Department of Housing and Urban Development (HUD), will be exempt from compliance with both the lead rule and the environmental requirements. Work may not be completed on any item not directly required to correct the emergency condition.

G. Rental and Homeowner Rehabilitation: Environmental Inspection/Work Specification >=\$5,000 - \$25,000 per Unit

Housing units that are pre-1978, with lead-based paint hazards and receiving rehabilitation activities valued between \$5,000 to \$25,000 per unit and whose occupants otherwise qualify for the program based on income guidelines published by the Department of Housing and Urban Development (HUD), will receive an environmental inspection to identify all lead-based paint hazards for reduction.

Inspections, risk assessments, and clearance tests will be performed according to the following five HUD training manuals received from GEBCO Associates, Inc.: Addressing Lead-Based Paint in Local Housing Programs Receiving CPD Funds; Lead Inspector; Lead Risk Assessor Training: U.S. Environmental Protection Agency Model Course Curriculum; Lead Planner/Project Designer Trainee Manual (prepared by the University of Cincinnati Department of Environmental Health for the U.S. Environmental Protection Agency); and Lead Abatement Training for Contractors and Supervisors.

Paint surfaces to be disturbed during rehabilitation will be tested with an Environmental Protection Agency (EPA) approved RMD X-Ray Florescence (XRF) Analyzer. The Rehabilitation Specialist must be certified by the Texas

Department of Health as a risk assessor and will follow the following procedures.

1. The housing Rehabilitation Specialist will contact the applicant to schedule an appointment at the convenience of the family residing in the housing unit to conduct an environmental inspection. Homeowners are to be contacted upon approval for assistance.
2. Prior to conducting the inspection, the specialist will explain the inspection procedures to the resident and provide safety awareness information for all occupants.
3. The specialist will conclude each inspection by discussing preliminary results of the inspection with occupants.
4. The specialist will provide occupants with a drawing of the housing unit that identifies known lead-based paint hazards. The occupants are educated on the hazards of lead and given information on how to maintain lead-contaminated structures.
5. A complete lead hazard report is processed, including the drawing of the unit, results of the XRF testing, and results of any wipe, soil, and/or paint chip test.
6. Upon completion of each lead hazard reduction project, the specialist will perform clearance testing of the *unit* to verify that lead dust levels are below the EPA thresholds and the housing unit is lead-safe. The results are then placed in the rehabilitation permanent case file.

I. Lead Hazard Reduction Procedures

The Rehabilitation Specialist or designee is responsible for developing a detailed plan noting each specific lead hazard in the housing unit. The specialist or designee will monitor the work progress of the contractor to ensure that the specifications outlined in the contract are followed. Proof of successful completion of EPA/HUD Lead Safe Work Practices training or state lead-based paint abatement certification and licensing of all supervisors, contractors, and/or workers involved in lead hazard reduction activities will be confirmed before work begins on the unit.

In developing work specifications, the specialist will incorporate into the project design any rehabilitation activities to correct code violations, and/or work necessary for the health and safety of occupants, including lead based paint reduction activities. This will be accomplished through the following.

1. The specialist or designee will design a lead-based hazard reduction strategy for each unit. The hazard reduction strategy must comply with the following five HUD training manuals received from GEBCO Associates, Inc.: Addressing Lead-Based Paint in Local Housing Programs Receiving

CPD Funds; Lead Inspector; Lead Risk Assessor Training; U.S. Environmental Protection Agency Model Course Curriculum; Lead Planner/Project Designer Trainee Manual (prepared by the University of Cincinnati Department of Environmental Health for the U.S. Environmental Protection Agency); and Lead Abatement Training for Contractors and Supervisors.

2. The specialist will make an appointment to inspect the unit as part of the environmental assessment. Utilizing the environmental test results and the drawing outlining the location of the lead-based paint hazards, the specialist will determine the type of hazard reduction that will be required to minimize each hazard. The specialist will also measure each area and building component to develop a work specification, keeping in mind the budget constraints of the program.
3. The cost of lead reduction activities is a project soft cost and will be separated from project hard cost, which includes the cost of all other rehabilitation activities for the unit.
4. Only contractors and workers who have successfully completed EPA/HUD approved training in Lead Safe Work Practices are eligible to bid and work on projects receiving less than \$25,000 a unit in federal funding. Owners will be advised on how to select eligible contractors.
5. The specialist, with supervisory consultation, determines the type of occupancy protection plan required to protect the health of residents during the lead-based paint reduction activities. If relocation is warranted, the family must be moved prior to beginning lead hazard reduction activities. Owners of properties assisted through the Rental Rehabilitation and Historic Preservation Loan Programs will be responsible for the cost of occupant relocation during lead hazard reduction activities.
6. During the lead hazard reduction phase of the project, the Rehabilitation Specialist will ensure that contractors comply with applicable state and federal policies and procedures, including, but not limited to:
 - a. containing lead-bearing dust and debris during hazard reduction activities to protect other areas from cross-contamination, using six ml plastic to cover all floors, furniture, and any other household items not moved from the residence, and using six ml plastic to cover exterior soil areas during the time that the work is performed;
 - b. not using prohibited methods as specified in Prohibited Methods of Paint Removal;
 - c. wet scraping and cleaning thoroughly before painting when using stabilization methods as a means of lead hazard reduction activities;
 - d. replacing lead-contaminated wood windows with aluminum windows, except when the unit is determined to be a historic property by the Texas Historical Commission (THC);

- e. replacing windowsills that protrude and show evidence of children mouthing or chewing with non-contaminated materials to prevent further lead hazards;
- f. performing a post-abatement cleanup to include HEPA vacuuming of all surfaces, including wood trim, window sills, window troughs, and floors as needed to remove debris, followed by a high phosphate wash;
- g. disposing of all waste resulting from lead hazard reduction in a manner consistent with state and federal regulations administered by the Texas Natural Resource Conservation Commission (TNRCC);
- h. complying with Title X and any other relevant guidelines and statutes, including, but not limited to, the TDH, HUD, EPA, and OSHA;
- i. Monitoring of workers during abatement by contractors and blood screening of workers periodically, as well as holding lead abatement safety classes with all workers performing abatement.

At least one hour after completion of the housing unit, the contractor will notify the specialist for a final inspection and clearance wipe test. The clearance test is performed by the specialist and sent to the laboratory services for analysis. When the unit passes clearance testing, the specialist notifies the family that they can move back into their home. The specialist meets with the owner to review the work performed by the contractor.

K. Worksite Preparation and Containment

The worksite for lead hazard reduction activities must be prepared to prevent the release of leaded dust and debris. If necessary, the following measures must be taken to reduce the spread of lead contamination:

- 1. sealing doorways with two flaps of poly sheeting;
- 2. sealing heating/air conditioning vents (if possible);
- 3. covering floors and ground with poly sheeting;
- 4. covering furniture and shrubs with poly sheeting;
- 5. wrapping debris in poly sheeting before disposal;
- 6. removing lead-contaminated protective clothing before exiting the worksite; and
- 7. posting warning signs at each entry to a room where lead hazard reduction activities are conducted when occupants are present; at the main and secondary entryways to a building from which occupants have been relocated; and at exterior worksites at a size and type readable from 20 feet from the edge of the worksite. Signs need to be in the occupant's primary language to the extent practicable.

L. Selecting Testing Components

1. In the interior of each home or unit in the sample, the housing Rehabilitation Specialist must test surfaces representative of each type of painted and varnished component in every area (room, closet, pantry, hall, and part of a divided room, such as living room/dining room). On the unit exterior, there is a similar requirement to test every type of painted and varnished component.
2. Interior components to be tested if painted or varnished may include, but are not limited to: ceilings, crown molding, walls, chair rails, doors, door trim, floors, fireplaces, radiators and other heating units, shelves, shelf supports, stair treads, stair risers, stair stringers, newel posts, railing caps, balustrades, and windows and trim, including sashes, window heads, jambs, sills and stools, built-in cabinets, columns, beams, bathroom vanities, counter tops, and air conditioners.
3. Exterior components to be tested if painted or varnished may include, but are not limited to: painted roofing, chimneys, flashing, gutters and downspouts, ceilings, soffits, fascias, rake boards, corner boards, bulkheads, doors and door trim, fences, floors, joists, lattice work, railings and railing caps, siding, handrails, stair risers and treads, stair stringers, columns, balustrades, window sills, casings, sashes and wells, and air conditioners.
4. Common area components to be tested if painted or varnished may include, but are not limited to: hallways, stairways, laundry and recreational rooms, playgrounds, community centers, and boundary fences.
5. The above mentioned components are not intended to be an exhaustive listing. Unlisted components must still be tested. Also, if two components of the same type have or are suspected of having a different paint history, both must be tested.

M. Component Selection Procedures

1. The Housing Rehabilitation Specialist inspects the home or unit and develops a complete list of areas to be sampled.
2. Within each area, the specialist lists all painted and varnished components, including repeat components.
3. Where a component is repeated, the specialist randomly selects one from the list for testing, using a random calculator.
4. The specialist selects a location on each component for XRF testing, or for taking a paint sample, and records the location of every sample taken for future reference.

Worker Protection

Workers should take proper precautions to protect themselves from lead-based paint hazards, including inhaling dust, and avoid taking it home with them on their clothes where it can poison children. Protective measures for workers include:

1. Using safe work practices;
2. Wearing National Institute of Occupational Safety Hazards (NIOSH)-approved respirators; and
3. Wearing disposable gloves, work suits, booties, and head coverings.

N. Work Site Cleanup

The purpose of work site cleanup is to remove dust and debris from the work area. Work site cleanup of lead paint hazards is the responsibility of the general contractor and subcontractors and will be done using methods, products, and devices that are successful in cleaning lead-contaminated dust. Appropriate cleaning should be done with vacuum cleaners with HEPA filters or equivalent equipment, and household or lead-specific detergents or equivalent products. Debris must be disposed of properly each day and excessive amounts of paint chips and dust should be removed.

P. Clearance Procedures - During clearance, the specialist/clearance professional will complete the following tasks:

1. conduct a visual assessment of the unit and worksite to identify dust, debris, and deteriorated paint;
2. take dust samples from floors, interior windowsills, and window troughs;
3. if work was done to the exterior, visually assess the soil near the worksite;
4. submit the samples to a laboratory accredited under the EPA National Lead Laboratory Accreditation Program for analysis;
5. Write a report presenting the results of the clearance examination.

Re-cleaning: If the clearance report shows that the lead levels found in any of the tested areas of the unit are higher than the HUD thresholds, then the home or unit must be re-cleaned.

Retesting: The exact same surface area is not to be tested twice since, by wiping the area, the lead has already been removed by the previous wipe sample. A similar surface is to be retested and sent to the laboratory.

Q. Clearance Exemptions - Clearance is not required:

1. If maintenance or a lead hazard reduction activity at a worksite does not disturb painted surfaces; or
2. If the total area disturbed does not exceed the following:
 - a. 20 square feet (two square meters) on exterior surfaces;
 - b. Two square feet (0.2 square meters) in any one interior room or space; or
 - c. Ten percent of the total surface area on an interior or exterior type of component with a small surface area like windowsills, baseboards, and trim.

R. Temporary Occupant Relocation Plan

1. The Housing Rehabilitation Program, Emergency Repair Program are voluntary programs (not mandatory rehabilitation programs) and will not offer relocation benefits if temporary or permanent relocation is necessary. Any relocation or related expenses will be borne by the homeowner.

S. Sampling Procedures

1. Wipe Sampling for Lead in Dust - There are separate clearance standards for floors, windowsills, and window wells. The clearance standards are as follows.

floors:	40 micrograms per square foot
windowsills:	250 micrograms per square foot
window wells:	400 micrograms per square foot

The method for testing surfaces is wipe sampling. The surface must be visually inspected prior to taking wipe samples. If dust is visible, the area should be re-cleaned before wipe sampling. Samples must be taken with commercially available wipes moistened with a non-alcohol wetting agent. The Rehabilitation Specialist must take proper precautions to avoid contamination of samples and to keep track of sampling locations. The complete list of wipe sampling equipment and supplies consists of the following items:

- a. sealed package of non-alcohol disposable wipes;
- b. washable template (inner dimensions 1ft. x 1ft.);
- c. steel measuring tape or ruler;

- d. pencil and marking pen;
 - e. sealable 50 ml centrifuge tubes;
 - f. disposable vinyl or latex gloves;
 - g. disposable shoe covers;
 - h. self-adhesive labels; and
 - i. field sample log.
2. Sampling procedures for floors are as follows.
- a. Put on disposable shoe covers before entering the dwelling to be sampled. Put on a pair of vinyl or latex gloves.
 - b. Remove the seal on a package containing the wipes, and open the lid. Remove and discard the top wipe to avoid contamination.
 - c. Position a 1ft. by 1ft. template on the floor surface to be sampled.
 - d. Place the wipe flat on the surface within the sample area as defined by the template. Using an open flat hand with the fingers together, wipe the marked surface in an overlapping “S” pattern, first side to side and then front-to-back, so that the entire one square foot is covered.
 - e. Fold the wipe in half with the sample side folded in and repeat the wiping procedure within the marked surface area on one side of the folded wipe.
 - f. Fold the wipe again with the sample side folded in.
 - g. Insert the folded wipe into a new sealable 50-ml centrifuge tube and seal.
 - h. Clean the vinyl or latex gloves with a new wipe. Clean the template with a new wipe.
 - i. Label the sample with site location, date, and time and record the same information on the field sample log.
3. Number and Location of Wipe Samples - The number of samples varies, depending on the nature and extent of the lead reduction activity conducted. The greatest number of samples is for when on-site paint removal has occurred throughout the unit. In this case, three wipe samples (one floor, one window well, one windowsill) are required in each area (room or distinct area, such as a hallway).

If on-site paint removal has occurred in limited areas, three samples should be taken in each abated area, and one sample should be taken within ten feet of the containment area in 20 percent of the abated units, to check whether abatement has caused an elevation in dust lead levels outside containment.

In the case of exterior abatement, at least one wipe sample should be taken on a horizontal surface (such as a front porch) in part of the living area.

4. Sampling Procedures for Lead in Soil - The equipment needed for soil sampling is as follows:
 - a. stainless steel soil-recovery probe;
 - b. hammer attachment;
 - c. one-inch (internal diameter) butyrate plastic liner inserts;
 - d. one-inch diameter plungers with and without adjustable stop;
 - e. plastic ruler;
 - f. vinyl or latex gloves;
 - g. sealable plastic containers at least two inches in diameter;
 - h. commercial, non-alcohol, disposable wipes; and
 - i. self-adhesive labels, pencil and marking pen, and field sampling log.

5. The sampling protocol for soil is as follows.
 - a. Put on a pair of vinyl or latex gloves.
 - b. Disassemble the soil recovery probe by unscrewing the soil probe section from the coupling in preparation for inserting a new, clean, plastic liner.
 - c. Remove the protective end caps, if present, from a clean plastic liner, and insert it into the probe with the arrow pointing down toward the tip.
 - d. Reassemble the probe and attach the crossbar handle.
 - e. Push the soil recovery probe into the soil to a depth of approximately two inches, then twist and snap the coring tool to one side and remove the core sample. If the soil is hard, dry, or frozen, the full two-inch penetration may not be achievable. In such cases, it is important to penetrate to a minimum of ½ inch and to record any problems in the field-sampling log.
 - f. Disassemble the probe, remove the plastic liner containing the core sample, and insert a clean one-inch diameter plunger into the top end of the liner.
 - g. Orient the liner with the arrow pointing up and push out all but the top ½ inch of the core from the liner with the plunger. Discard the soil pushed out of the liner.
 - h. With a clean plunger, push the remaining ½ inch section of the core sample into a clean, sealable plastic container.

- i. Reinsert the plastic liner into the soil recovery probe and reassemble the unit.
- j. Collect the remaining core samples of the composite using the same method. The three to five cores constituting the composite sample are placed in the same plastic container.
- k. Label the plastic container with sample ID and time, date, and location of sample, then record the same information on the field-sampling log.
- l. Before collecting the next composite sample, discard the plastic liner. Wipe down the recovery probe, plungers, and straight edge with disposable wipes, and discard the wipes. Clean the vinyl or latex gloves with a wipe. All these steps must be followed to avoid cross contamination.

6. Number and Location of Soil Samples:

The Rehabilitation Specialist shall first, prepare a site description and make a detailed drawing showing the boundary of the lot and the position of the main building (and any other structures such as garages and storage sheds), the position of the play areas, the position of areas with exposed soil, roof rain spouts, general drainage patterns, the drip lines of the buildings, and areas of heavy traffic.

In addition to the diagram, the Rehabilitation Specialist shall describe the location of the property, including the following information:

- type of building construction;
- condition of main building;
- condition of the property and nature of adjacent property;
- fencing and animals on the property; and
- apparent use of the property (e.g., used as a play area).

The number of samples to be taken depends on the area of exposed soil around the dwelling. If area of exposed soil is less than 800 square feet, a single composite soil sample can be taken. This sample should consist of a composite of five soil cores taken at random locations within two feet of the building foundation. If the area of exposed soil is between 800 and 1600 square feet, two composite soil samples must be taken. One of these samples should consist of five randomly located cores within two feet of the foundation. The other should consist of five cores randomly located at the yard boundary.

If the area of exposed soil exceeds 1600 square feet, the area more than two feet from the foundation should first be divided in two. Then three composite samples of five soil cores each should be taken. One sample should consist of cores taken within two feet of the foundation; the second should consist of five randomly selected cores in the first half of the rest of the yard; and the third composite should be taken from five cores in the second half of the rest of the yard.

MINIMUM HOUSING STANDARDS

I. MINIMUM BASIC EQUIPMENT AND FACILITIES

A. Kitchens - Every dwelling unit, shall have a kitchen room or kitchenette equipped with the following:

1. Kitchen Sink: It shall contain an approved kitchen sink, properly connected to both hot and cold running water lines, under pressure, and maintained in working order.
2. Stove: It shall contain a stove (gas or electric), properly connected to the source of power, maintained in working order, and capable of supplying the service for which it is intended.
3. Refrigerator: It shall contain a refrigerator, properly connected to the source of power, maintained in working order, and capable of supplying the service for which it is intended.
4. In properties being acquired for homeownerships, if the purchasers are required to furnish their own appliances, there shall be sufficient space and all required electrical-gas hookups, properly installed to facilitate the use of said appliances.

B. Toilet room - Every dwelling unit, shall contain a room, which is equipped with a flush water closet and a properly installed lavatory. All lavatories shall be properly connected to both hot and cold running water, under pressure, and shall be properly maintained in working order.

All flush water closets shall be properly connected to the water supply, under pressure and shall be maintained in working order.

C. Bath - Every dwelling unit shall contain a bathtub and/or shower. Potable water supply piping, water discharge outlets, backflow prevention devices or similar equipment shall not be so located as to make possible their submergence in any contaminated or polluted liquid or substance. Said bathtub and/or shower may be in the same room as the flush water closet and lavatory or said bathtub and/or shower may be in a separate room. In all cases, these facilities shall be properly connected to both hot and cold running water lines, under pressure, and shall be maintained in working order.

A. Privacy in room containing toilet and bath tub - Every toilet and every bath shall be contained in a room or within separate rooms which affords privacy to a person within said room or rooms. Toilets and bathrooms shall have doors with

a privacy-type lock and such doors, lock and hardware shall be operable and maintained in working order.

- B. Hot and cold water lines to bath and kitchen - Every dwelling shall have supplied water-heating facilities which are properly installed are maintained in working condition and free of leaks are properly connected to required hot water lines and are capable of heating water to be drawn for every bath as well as general usage.

Hot water storage associated with water heating facilities shall be not less than the following minimum capacities: one dwelling unit - 30 gallons

No water heaters shall be allowed in bathrooms or closets other than for the specific purpose housing the water heater. All water heaters shall be properly vented and sealed and shall be equipped with a pressure relief valve and drip leg.

- C. Connection of sanitary facilities to water and sewer-septic system - Every kitchen sink, toilet, lavatory basin and bathtub and or shower, shall be maintained in working condition and be properly connected to an approved water, and sewer or septic system.

- D. Exits - Every exit from every dwelling unit shall comply with the following requirements:

1. It shall be kept in a state of maintenance and repair.
2. It shall be unobstructed at all times.
3. All stairways and steps of two or more risers shall have at least one handrail, and all stairways and steps which are five feet or more in width, or which are open on both sides, shall have a handrail on each side.
4. Every dwelling unit shall have two independent means of egress.
5. All handrails shall be not less than 30 inches vertically above the nose of the stair treads and not less than 36 inches above the stairway platform.
6. All balconies and platforms which are 30 inches or more above grade shall have a protective railing not less than 36 inches in height above the balcony or platform level.
7. All stairs and steps shall have a rise height of not more than eight inches and a tread width of not less than nine inches. This requirement may be waived if in an existing structure it would be impossible or cost-prohibitive to meet this requirement. In such cases, new stairs could be installed which have the same rise and run as the old.

- H. Smoke detectors - All residential structures shall have U. L. approved “hard wired “Smoke detectors or battery operated smoke detectors, properly installed in accordance with applicable code

II. MINIMUM STANDARDS FOR LIGHT, VENTILATION AND HEATING

- A. Required window area - Every habitable room, provided such rooms are adequately lighted, shall have at least one open air space. The minimum total window area, measured between stops, for every habitable room shall be as follows:

1. 1/12 of the floor area if two or more separate windows exist, or;
2. 1/10 of the floor area if only one window exists;
3. A minimum of 10 square feet of window area is required in habitable rooms other than kitchens and baths;
4. A kitchen may pass without a window area, provided, there is a mechanical means of ventilation which is maintained in working order.
5. Every dwelling unit shall have access directly to the outside. Every sleeping room shall have at least one (1) operable window or exterior door approved for emergency egress or rescue. The units shall be operable from the inside to provide a clear opening without the use of separate tools.
6. All egress windows from sleeping rooms shall have a minimum net clear opening of 5.7 square feet. The minimum net clear opening height dimension shall be twenty-four inches (24”). The minimum net clear opening width dimension shall be twenty inches (20”). Where windows are provided as a means of egress or rescue, they shall have a finished sill height not more than forty-four inches (44”). Pre-existing windows that do meet these requirements but met applicable code at the time the structure was built are exempt from this requirement.

Whenever the only window in a room is a skylight type window at the top of the room, the total window area of such skylight shall be equal to at least 15 percent of the total floor area of such room. Skylight type windows, if less than 15 percent of the total floor area, shall be increased to 15 percent of the total floor area unless another window is to be installed which will provided adequate light and ventilation.

- B. Adequate ventilation required - Every habitable room shall have at least one window or skylight which can easily be opened, or other such device as will adequately ventilate the room. The total openable window area, in every habitable room, shall be equal to at least 50 percent of the minimum window area size of minimum skylight type window size as required above, except where there is supplied some other device affording adequate ventilation.

- C. Electric outlets and service required - Where there is suitable electricity available from supply lines which are not more than 300 feet away from a dwelling, all existing dwellings shall be supplied with electrical services.
1. Every habitable room within such dwelling shall contain at minimum, two separate and remote wall type electric convenience outlets. Habitable rooms over 120 square feet, shall contain, at a minimum, three separate and remote wall type electric convenience outlets. Temporary wiring or extension cords shall not be used as permanent wiring.
 2. Every habitable room shall have at least one ceiling or wall type electric light fixture, controlled by a wall switch, or a wall type grounded electric convenience outlet controlled by a remote switch.
 3. Every toilet room, bathroom, laundry, furnace room, and hallway (hallway where applicable) shall contain at least one supplied ceiling or wall type electric light fixture, controlled by a wall switch, and at least one wall type electric convenience outlet. Wall type convenience outlets used in bathrooms and kitchens shall be based on applicable code.
 4. Every kitchen shall be wired to meet the requirements of the N.E.C. at the time of original construction, based on the size and layout of each individual kitchen.
 5. All heavy duty appliances, i.e., window air conditioners, freezers, refrigerators, electric stove, washers, electric dryers, microwaves, etc., shall be supplied with their own proper outlet(s) on separate circuits, as applicable.
 6. A wall switch shall control all wall and or ceiling type lighting fixtures, except that porcelain type fixtures such as those used in attics may be controlled with a proper pull chain. All old pendant type lighting fixtures shall be removed and replace with properly installed non-pendant type fixtures.
 7. All electric lighting fixtures installed on the exterior shall be of the type approved for exterior use.
 8. All broken and or missing switch plates and or receptacle plates shall be replaced.
 9. All outlets and fixtures shall be properly installed, shall be maintained in working condition, and shall be connected to the source of electric power in a proper manner and shall be in accordance with the electrical code of the city and or the N.E.C. at time of original construction, as applicable.
 10. If a unit does not have a central air-conditioning system and central air will not be installed, at a minimum proper grounded outlet shall be installed under one window or within two feet of the window in each habitable room to allow the occupants to install window air conditioning units.

11. All electric panel boxes shall be properly labeled.
 12. The minimum electrical service for each dwelling shall be 100 amps, or as adjusted and approved in writing by the Chief Electrical Inspector of the City.
- D. Heating facilities - All heating facilities shall be properly installed, be maintained in working condition and be capable of adequately heating all habitable rooms, bathrooms, and toilet rooms contained therein, or intended for use by the occupants thereof, to a temperature of at least 70 degrees F. (21 degrees C.) at a distance three feet above the floor when the outside temperature is at or below zero degrees F. Every supplied central heating system shall comply with all of the following requirements:
1. The central heating unit shall be safe and in good working condition.
 2. Every heat duct, steam pipe, and hot water pipe shall be free of leaks and shall function so that an adequate amount of heat is delivered where intended.
 3. Every seal between any of the section of a hot air furnace shall be air-tight so noxious gases and fumes will not escape into the heat ducts.
 4. If there is no existing flue liner, a double-walled metal asbestos liner shall be installed. The liner shall meet or exceed the requirements of the local building code and shall be installed according to same.
 5. When required All fuel burning heating systems shall be inspected by a qualified furnace inspector to determine if the unit is safe, free from carbon-monoxide leakage, and capable of supplying heat as required above.
 6. Each dwelling and/or dwelling unit shall be supplied with its own thermostatically controlled heating system.
 7. Any dwelling and/or dwelling unit having space heaters or floor furnaces as it's only source of heat shall have such units removed and replaced with a properly-sized central heating system.
- E. Screens required - Every window opening to outdoor space, which is used or intended to be used for ventilation, shall be supplied with screens covering the entire window areas required for ventilation. The material used for all such screens shall be not less than 16 meshes per inch and shall be properly installed, maintained, and repaired to prevent the entrance of flies, mosquitoes or other insects. Half screens on windows may be allowed, provided, they are properly installed and are bug and insect tight.

III. MINIMUM STANDARDS FOR MAINTENANCE

- A. Maintenance of foundations, exterior walls, roofs, soffits and fascia - Every foundation, exterior wall, roof, soffit, fascia and all component parts shall be weather tight, watertight, rodent proof, and insect-proof and shall be kept in a state of maintenance and repair.
1. All exterior surface material shall be protected from weather and the elements by lead-free paint or other protective coatings i.e., stain, in accordance with acceptable standards. The exception to painting shall be all types of exterior materials acceptable to weathering without deterioration, i.e., siding. All siding material shall be kept in a state of maintenance and repair.
 2. In units constructed on or before 1978, treatment of all applicable surfaces, (interior and exterior) will be in full compliance with the Lead Base Paint regulations, as found at 24CFR Part 35, including all future amendments as published by HUD.
- B. Maintenance of interior walls, floors, ceilings, doors and windows - Every interior partition, wall, floor, ceiling, door, window, and all component parts shall be kept in a state of maintenance and repair, and shall be maintained in such a manner so as to be capable of being kept in a clean and sanitary condition. All interior doors shall be capable of affording the privacy for which they were intended.
- C. Rainwater drainage from roof - All rainwater shall be so drained and conveyed from every roof so as not to cause dampness/damage to walls, ceilings, or floors of any habitable rooms, bathroom, toilet room, laundry room, or any other type of room therein. If present, all rainwater draining devices such as gutters and downspouts shall be kept in a good state of maintenance and repair. Ground areas around buildings shall be sloped away from the foundation walls to eliminate low areas where standing water may collect.
- D. Maintenance of windows and exterior doors - Every front, rear, and side door shall be not less than two feet four inches in width and not less than six feet six inches in height, except where larger doors and doorways are required to accommodate handicapped access. In existing structures, if replacement to meet these requirements would be impossible or cost-prohibitive, said requirements may be waived, in writing. Every window and exterior door shall be substantially tight and rodent-proof, and be kept in a state of maintenance and repair. In addition, the following requirements shall be met.
1. All exterior doors to the outside shall be solid core and be equipped with adequate security locks. In no instance, shall double-keyed deadbolts or locks that require special knowledge be installed on an exterior exit door

2. All windows located in sleeping rooms accessible from ground level without the aid of mechanical devices shall have a security device-lock. The lock cannot be of a keyed-type, or require any special knowledge to operate
 3. Every window sash shall be fully equipped with glass window panes which are without cracks or holes, and all panes shall be secured with an adequate amount of putty. Said putty shall not be cracked, broken or missing.
 4. Every window, other than a fixed window, shall be capable of being easily opened and shall be held in position by window hardware, not broom handles, sticks or other such items;
 5. Every exterior and interior door, when closed, shall fit well within its frame;
 6. Every exterior and interior door, door hinge, and door latch and or lock shall be maintained in good working condition;
 7. Every window, door and frame shall be constructed and maintained in such relation to the adjacent wall construction, so as to exclude rain, as completely as possible and to the maximum extent feasible substantially exclude wind from entering the dwelling or structure, i.e., it must have adequate weather-stripping.
- E. Maintenance of stairways and porches - Every interior and exterior stairway, every porch and every appurtenance thereto shall be so constructed to be safe to use and capable of supporting the load that normal use may cause to be placed thereon; and, shall be kept in sound condition and in a state of maintenance and repair, including compliance with the Lead Based Paint Regulations, if applicable.
- F. Maintenance of supplied plumbing fixtures - Every supplied plumbing fixture and water and waste pipe shall be properly installed in accordance with the plumbing code of the City and maintained in safe, sanitary working condition, free from leaks, defects and obstructions.
- G. Maintenance of bathroom, toilet rooms, kitchen and utility room floors - Every bathroom, toilet room, kitchen and utility room floor surface shall be constructed and maintained to be substantially impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition.
- H. Safe and effective functioning of supplied facilities - Every supplied facility, piece of equipments, or utility which is required under this section, shall be constructed or installed so it will function properly and shall be maintained in working condition.

IV. MINIMUM SPACE, USE, AND LOCATION REQUIREMENTS

- A. **MINIMUM CEILING HEIGHT- Habitable** space shall have a ceiling height of not less than seven feet (7'), six inches (6") except as otherwise permitted in this section. Kitchens, halls, bathrooms and toilet compartments may have a ceiling height of not less than seven feet (7') measured to the lowest projection from the ceiling. Where exposed beam ceiling members are spaced at less than forty-eight inches (48") on center, ceiling height shall be measured to the bottom of these members. Where exposed beam ceiling members are spaced at forty-eight inches (48") or more on center, ceiling height shall be measured to the bottom of the deck supported by these members provided that the bottom of the members is not less than seven feet (7') above the floor.

If any room in a building has a sloping ceiling, the prescribed ceiling height for the room is required in only one-half (1/2) the area thereof. No portion of the room measuring less than five feet (5') from the finished floor to the finished ceiling shall be included in any computation of the minimum area thereof.

If any room has a furred ceiling, the prescribed ceiling height is required in two-thirds (2/3) the area thereof, but in no case shall the height of the furred ceiling be less than seven feet (7').

All rooms, except kitchens and/or kitchenettes and baths, shall have a minimum width of seven feet.

- B. Maintenance of sleeping, bath and toilet rooms - No dwelling or dwelling unit containing two or more sleeping rooms shall have such room arrangement that access to a bathroom or toilet room intended for use by the occupants can be had only by going through another sleeping room or bathroom or toilet room.
- C. Occupants to have access to sanitary facilities - Every occupant of every dwelling unit shall have unrestricted access to a toilet, to a bath, and to a kitchen sink and lavatory basin located within that dwelling unit.
- D. Minimum storage and counter areas - Each dwelling unit shall have at least one closet with a minimum of six square feet of floor area and a minimum height of 6' located within the dwelling unit. Dwelling units with two or more bedrooms shall have a storage floor area of at least four square feet per bedroom. This storage requirement does not necessarily have to be located in the bedrooms. All kitchens shall have a minimum enclosed storage area of eight square feet with a minimum vertical clearance of 12 inches and a horizontal width of at least 12 inches. Each kitchen shall have a minimum of four square feet of counter area.

V. MAINTENANCE OF NON-DWELLING STRUCTURES, FENCES AND PREMISES

- A. Maintenance of non-dwelling structures - Every foundation, wall, roof, window, door, hatchway, and every other entryway of every non-dwelling structure shall

also be so maintained as to prevent the structure from becoming a harborage for rodents, snakes, vermin, and insects, and shall be kept in a state of maintenance and repair.

- B. Protection of exterior wood surfaces - All exterior wood surfaces of all non-dwelling structures shall be properly protected from the elements and from decay and rot by lead-free paint or other approved protective coatings. If units are constructed on or before 1978, treatment of all applicable surfaces shall be in full compliance with the Lead Based Paint regulations as found at 24 CFR Part 35, including all future amendments as published by HUD.
- C. Maintenance of fences - Every fence shall be kept in a state of maintenance and repair or shall be removed. Replacement of non-required fencing is optional. If a fence is to be removed and replaced installation shall be in conformance with all local requirements.
- D. Grading and drainage of premises - Every premises shall be graded and maintained so no stagnant water will accumulate or stand on the premises, or within or around any building or structure located on the premises. Ground areas around buildings shall be sloped away from walls to eliminate low areas where standing water may collect.
- E. Maintenance of retaining walls, sidewalks, and driveways and patios - All retaining walls shall be kept in a state of maintenance and repair. All sidewalks, service walls driveways and patios shall be kept in a state of maintenance and repair, free from obstruction, defects, uneven joints, tripping hazards, etc.
- F. Maintenance of property - All areas and all parts of the premises upon which any dwelling or dwelling units are located, and all areas adjacent thereto and a part of the premises, shall be maintained and kept in a clean and sanitary condition. This shall include, but not be limited to, the cutting of grass-weeds; removal of dead trees and brushes, removal of abandoned and junked automobiles, automobile bodies, chassis and parts, trailer, removal of inoperable machines and appliances, lumber pile, and building materials not being used in actual construction, tin cans, broken glass, broken furniture, boxes, crates and other debris, rubbish, junk and garbage.
- G. Water supply – connect to water main - Every owner of a dwelling unit situated on property which abuts any street or alley in which a water main is laid, shall cause the water service system of his dwelling to be connected to such main.
- H. Abandoned wells and cisterns - Every owner of a dwelling which contains an abandoned well or cistern on the premises shall close and fill them in a proper manner.

GENERAL SPECIFICATIONS

INDEX OF GENERAL SPECIFICATIONS

- 0. GENERAL SPECIFICATIONS – RESIDENTIAL REHABILITATION
 - 0.0 Definitions
 - 0:1 General Requirements Applicable to All Residential Rehabilitation
 - 0:2 General Specifications

- 1. FOUNDATION
 - 1:0 General Requirements
 - 1:1 Leveling
 - 1:2 Footings & Pads
 - 1:3 Piers
 - 1:4 Masonry Piers
 - 1:5 Skirting
 - 1:6 Creep hole Door
 - 1:7 Vents
 - 1:8 Sills – Floor Framing
 - 1:9 Floor Joists
 - 1:10 Extermination
 - 1:11 Stabilize Floors
 - 1:12 Water Table

- 2. WALLS (Exterior)
 - 2:1 Wood Wall Studs
 - 2:2 Repair Asbestos Siding
 - 2:3 Vinyl Siding
 - 2:4 Repair Composition Siding
 - 2:5 Straighten Walls
 - 2:6 Wood Siding and Trim

- 3. PORCHES
 - 3:1 Removal
 - 3:2 Replace Wood Flooring and Ceilings
 - 3:3 Wrought Iron or Pipe Columns
 - 3:4 Wood Columns
 - 3:5 Concrete Porch
 - 3:6 Stoops
 - 3:7 Step, Ramps, Concrete
 - 3:8 Hand Rails
 - 3:9 Re-screen

- 4. YARD
 - 4:1 Walks – Entrance
 - 4:2 Driveways
 - 4:3 Driveways – Gravel
 - 4:4 Garage – Detached or Attached
 - 4:5 Storage – Detached or Attached
 - 4:6 Carport – Detached or Attached
 - 4:7 Fence
 - 4:8 Clothes Posts and Lines

- 5. ROOF
 - 5:0 General Requirements
 - 5:1 Level
 - 5:2 Decking
 - 5:3 Gutter and Downspout
 - 5:4 Repair Gutter and Downspout
 - 5:5 New Flashing and Valley
 - 5:6 Repair Wood Shingles
 - 5:7 Repair of Composition Roof
 - 5:8 New Composition Roof
 - 5:9 New Composition Roof Over Old
 - 5:10 Built Up Roof Repair
 - 5:11 New Built Up Roof Over Old
 - 5:12 New Built Up Roof, Complete Tear Off of Existing
 - 5:13 Rafter Tails, Repair or Replace
 - 5:14 Barge Rafters, Repair or Replace
 - 5:15 Cornice, Fascia, Soffit, Drip Molding, and/or Trim
 - 5:16 Roll Roofing

- 6. DOORS
 - 6:0 General Requirements
 - 6:1 Exterior Doors
 - 6:2 Frame
 - 6:3 Threshold, Interior
 - 6:4 All New Openings
 - 6:5 Remove and Close Opening
 - 6:6 Storm Doors
 - 6:7 Wooden Screen Doors
 - 6:8 Re-Screen Doors, Aluminum, Wood
 - 6:9 Door Hardware, Exterior
 - 6:10 Threshold for Doors
 - 6:11 Door Weather Strip
 - 6:12 Interior Doors
 - 6:13 Casing Replacement

- 7. **WINDOWS**
- 7:0 General Requirements
- 7:1 Wood Units
- 7:2 Aluminum Units
- 7:3 Vinyl Units
- 7:4 Wood Window Screens
- 7:5 Aluminum Window Screens
- 7:6 Re-Screen Wood Window Screens
- 7:7 Re-Screen Aluminum Window Screens
- 7:8 Glass Exterior
- 7:9 Re-putty, Exterior Glass
- 7:10 Wood Window Parts
- 7:11 Weatherstrip Windows
- 7:12 Balances, Weights and Locks

- 8. **MASONRY**
- 8:1 Masonry Unit Repair
- 8:2 Masonry Paint
- 8:3 Repaint Masonry Joints
- 8:4 Masonry Chimneys

- 9. **FLOOR AND FINISH**
- 9:0 General Requirements
- 9:1 Wood Finished Interior
- 9:2 Sheet Vinyl Covering
- 9:3 Ceramic Tile Floors, Bathrooms
- 9:4 Wood Exterior, Floors and Ceilings
- 9:5 Covered Wood Interior
- 9:6 Carpet

- 10. **WALLS AND/OR CEILINGS (Interior)**
- 10:1 Drywall and Ceiling
- 10:2 Wainscot
- 10:3 Sheetrock Repair, Wall/Ceiling
- 10:4 Wallpaper, Walls
- 10:5 Wallpaper, Ceilings
- 10:6 Wood Paneling, Wall

- 11. **MILLWORK**
- 11:0 General Requirements
- 11:1 Cabinets
- 11:2 Countertop
- 11:3 Interior Trim

- 12. **PAINTING**
- 12:0 General Requirements

- 12:1 Exterior Two Coat Latex
- 12:2 Exterior One Coat Latex
- 12:3 Exterior Masonry Paint
- 12:4 Interior Drywall, Ceilings and Walls
- 12:5 Interior Wood
- 12:6 Caulking Exterior
- 12:7 Caulking Interior
- 12:8 Exterior Two Coat on Iron or Steel

- 13. NEW CONSTRUCTION, ADDITIONS, ENLARGEMENTS
- 13:1 New Construction
- 13:2 Additions – Yard Violations
- 13:3 Additions – Off Street Parking
- 13:4 New Construction Specifications
- 13:5 New Construction Plans
- 14. BUILT-INS
- 14:1 Countertops and Covering
- 14:2 Tub Enclosure
- 14:3 Built-In Oven and/or Cooking Units
- 14:4 Closets, Clothes
- 14:5 Laundry Facilities Space
- 14:6 Storage Facilities Space, Interior

- 15. ATTIC AREA
- 15:1 Vents
- 15:2 Access Door or Stairs
- 15:3 Insulation, Attic Space, Batt or Roll Type
- 15:4 Insulation, Attic Space, Loose Fill, Machine Blown

- 16. MECHANICAL
- 16:1 Ventilators
- 16:2 Vent Hood Kitchen
- 16:3 Central Heating/Air, Existing or New

- 17. PLUMBING
- 17:0 General Requirements
- 17:1 Bathroom Accessories
- 17:2 Stacks (Vents), Water Lines
- 17:3 Septic Tank
- 17:4 Water Heater
- 17:5 TPR Valves
- 17:6 Sink, Double
- 17:7 Sink, Single
- 17:8 “P” Trap
- 17:9 Faucets
- 17:10 Gas Meter, Relocate

- 17:11 Toilet
- 17:12 Lavatory
- 17:13 Tub and/or Shower
- 17:14 Sanitary Sewer Line, New
- 17:15 Washer/Dryer Connections

- 18. ELECTRICAL
- 18:0 General Requirements
- 18:1 Smoke Detector
- 18:2 Ceiling Fans
- 18:3 Other Fixtures

- 19. DEMOLITION
- 19.0 General Requirements for Removal
- 19.1 Site Work, Clean Up

- 20 ARCHITECTURAL BARRIER REMOVAL
- 20:1 Ramp Installation
- 20:2 Slope and Rise
- 20:3 Clear Width
- 20:4 Landings
- 20:5 Handrails
- 20:6 Removal of Obstruction(s)
- 20:7 Materials

0. GENERAL SPECIFICATIONS- RESIDENTIAL REHABILITATION

GENERAL INFORMATION: The listing of any item specification does not establish the eligibility of the item or the authorized conditions, work and/or material for rehabilitation projects.

LEAD-BASED PAINT HAZARD OVERVIEW

In accordance with the HUD Lead-Based Paint Regulation (24 CFR Part 35), rehabilitation work on housing built before 1978 that is financially assisted by the Federal government is subject to requirements that will control lead-based paint hazards. At the very least, we will repair any painted surface that is disturbed during our work. We may stabilize deteriorated paint, which includes the correction of moisture leaks or other obvious causes of paint deterioration. We will have a clearance examination conducted following most work activities to ensure that the work has been completed, that dust, paint chips and other debris have been satisfactorily cleaned up, and that dust lead hazards are not left behind. As necessary, we will conduct a risk assessment to identify lead-based paint hazards, perform interim control measures to eliminate hazards that are identified or, in lieu of a risk assessment, perform standard treatments throughout a unit. The type and amount of Federal assistance and rehabilitation hard costs for the unit will determine the level of lead hazard reduction we will complete.

CERTIFICATION OF WORKER TRAINING

Contractors will submit a list to the City of Arlington of all individuals and subcontractors that will be involved in each project stating that each has completed a HUD approved training course on Lead Safe Work Practices.

SUBCONTRACTORS

Subcontractors shall be bound by the same terms and conditions as the general contractor, as applicable. The General Contractor assumes full responsibility to the Owner for the proper completion of all work to be executed under this agreement by himself and his subcontractors; and he shall not be released from this responsibility by a sub-contractual agreement he may make with others.

PERMITS

The contractor shall be responsible for obtaining, at his/her expense, the necessary permits to perform the work and display them along with any inspection tags as required by the City of Arlington Building Inspection Department. No repairs may be started on any housing rehabilitation job until the building permit has been issued. The Contractor shall comply with all applicable laws, ordinances and building codes. Before beginning any work, the Contractor shall examine the work write-up for new or replaced work and shall immediately report any discrepancy to the rehabilitation specialist.

OWNER OCCUPANCY

The Owner will continue to occupy the premises during the rehabilitation, unless otherwise determined, and will cooperate with the Contractor per the rehabilitation contract. The Contractor will work diligently to complete the contract causing as minimal disruption to the occupants as possible. The Contractor agrees to keep the premises clean and orderly during the course of the work and to remove all debris upon completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor, unless otherwise specified.

UTILITY SERVICES

As per the rehabilitation contract, the Owner will permit the Contractor to use existing utility services (i.e. water, gas, electricity) as necessary, without charge, during the performance of the work.

EXCUSABLE DELAYS

The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due to circumstances beyond his control:

- Acts of the Government
- Unreasonable acts of the Owner
- Acts of God or of the public enemy

The Contractor must promptly notify the Owner and Housing Authority of the City of Arlington of the cause of the delay. If the facts show the delay to be properly excusable under the terms of the Contract, the Owner shall extend the contract time by a period commensurate with the period of excusable delay.

UNEXCUSABLE DELAYS

The Contractor will be fined \$100 per day for each day beyond the contracted deadline date for inexcusable delays:

- Lack of materials and equipment on the job
- Lack of competent employees to complete the work, etc.

WORK PERFORMANCE AND GENERAL CONDITIONS

Repairs shall be made to all surfaces damaged by the Contractor resulting from his work under this Contract at no additional cost to the Owner. Where “repair of existing work” is called for by the Contract, the repair is to be placed in “equal to new condition” either by patching or replacement. All damaged, loose or rotted parts shall be removed and replaced and the finished work shall match adjacent work in design and dimension.

All labor furnished by contractors and subcontractors must be performed by licensed (if required), trained, skilled, competent craftsmen. The homeowner and the Housing Authority of the City of Arlington reserve the right to have personnel who are not performing their services in an acceptable manner removed from the job site. All work

performed will be subject to inspections and approval by HNS prior to final disbursement of funds.

The Contractor shall:

- furnish all materials, equipment, etc. at his expense, which may be necessary for the satisfactory execution of the contract. The materials used and installed must be new and of the quality specified, installed according to manufacturer's recommendations, accepted carpentry standards, and the City of Arlington Building Code.
- guarantee (see Section XIV)
- furnish the Owner with all manufacturers and suppliers written guarantees and warranties covering materials and equipment furnished under the contract.
- protect all work adjacent to the contract site from any damage resulting from the work and shall repair or replace any damaged work at his own expense (i.e. pavements, trees, fencing, etc.).

REDUCTION OF LEAD-BASED PAINT HAZARDS

All lead-based paint activities performed, including waste disposal, shall be in accordance with applicable Federal, State, or local laws, ordinances, codes or regulations governing evaluation and hazard reduction.

The use of paint containing more than 0.06 percent dry weight of lead on any interior or exterior surface is prohibited.

The Contractor agrees to hold the City of Arlington, the Housing Authority of the City of Arlington, and the Property Owner harmless in the event of any fines from federal or local agencies controlling the lead hazard reduction work.

All workers involved in lead hazard reduction activities must either be supervised by an EPA or State of Texas Abatement Supervisor or have received HUD-approved training in lead-safe work practices prior to commencement of work.

Actions must be taken to protect occupants from lead-based paint hazards if the unit will not be vacant during the rehab project. Occupants may not enter work site during lead hazard reduction activities. Reentry is permitted only after such activities are completed and the unit has passed a clearance examination.

The worksite shall be prepared to prevent the release of leaded dust, and contain lead-based paint chips and other debris from hazard reduction activities within the worksite until they can be safely removed. Practices that minimize the spread of leaded dust, paint chips, soil and debris shall be used during worksite preparation. All objects that cannot be moved (cabinets, appliances, built-in furniture) shall be covered with plastic sheeting at least 6

mils thick taped securely in place. Floors in the worksite shall also be covered with plastic sheeting at least 6 mils thick and sealed with tape.

The Contractor shall keep the premises clean and orderly during the course of the work and all debris shall be removed on a continuous daily basis and not be allowed to accumulate.

All exposed interior surfaces shall be cleaned using a HEPA vacuum and wet washed with a detergent solution and clean water rinse to reduce the lead content. Clearance may not be performed sooner than one hour after completion of the final cleanup.

Also refer to appendix B entitled “LEAD HAZARD REDUCTION ACTIVITIES FOR CITY OF ARLINGTON HUD FUNDED HOUSING PROGRAMS” for other requirements

PROGRESS INSPECTIONS

Unannounced progress inspections will be made by the Housing Authority of the City of Arlington during the contract period to ensure all work is being performed to code and per the work write-up.

FINAL INSPECTION

A final inspection shall be performed by the City of Arlington Building Inspection Department (as required) and Rehabilitation staff to determine that all construction work has been completed in accordance with the construction contract. The contractor must also provide the homeowner with a post-construction binder that contains copies of all warranties, manufacturer’s instructions and specifications for items that were installed as part of the rehabilitation grant. The contractor shall also assist the homeowner in completing all necessary warranty paperwork. The contractor shall provide a copy of the post-construction binder to the rehabilitation specialist during the final inspection.

SUBSTITUTION OF STANDARD ITEMS SPECIFIED

Items specified in this section may be substituted in cases of Architectural Barrier Removal (ABR) to provide the homeowner with appropriate self-help aids.

COMPLIANCE WITH CITY OF ARLINGTON ADOPTED CODES

In the event that a conflict exists between these General Specifications and any adopted City of Arlington Code, the stricter of the two shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well.

0.0 DEFINITIONS

- A. ABR – Architectural Barrier Removal
- B. ADA – Americans with Disabilities Act
- C. Code – Currently adopted City codes, ordinances, local amendments, and housing rehabilitation general specifications

- D. Hot Water - is hot water supplied to plumbing fixtures at a temperature of not less than 110 degrees F.
- E. I.C.C. – International Code Council
- F. IECC – International Energy Conservation Code – 2000 edition adopted by the City of Arlington 2/21/02
- G. IFC – INTERNATIONAL FIRE CODE – 2000 edition adopted by the City of Arlington in 4/10/02
- H. IFGC – INTERNATIONAL FUEL GAS CODE – 2000 edition adopted by the City of Arlington 4/10/02
- I. IMC – INTERNATIONAL MECHANICAL CODE – 2000 edition adopted by the City of Arlington 4/10/02
- J. IPC – INTERNATIONAL PLUMBING CODE – 2000 edition adopted by the City of Arlington 04/10/02
- K. IRC – INTERNATIONAL RESIDENTIAL CODE – 2000 edition adopted by the City of Arlington 2/21/02
- L. Minimum Inspection Standards – All properties shall be inspected in accordance with applicable minimum housing standards as provided for in the City of Arlington adopted codes, and the Dept. of Housing & Urban Development Housing Quality Standards as defined by the 24 CFR, Chapter IX, Subpart I., Locally adopted, written, minimum housing standards, general specifications. In the event of a conflict, the stricter shall apply
- M. NEC – NATIONAL ELECTRICAL CODE – 2002 edition adopted by the City of Arlington 9-1-04
- N. O.C. – On center
- O. O. C. E. W. – On center, either way
- P. O.D – Outside dimension
- Q. TAS – Texas Accessibility Standards
- R. Workmanship like Manner - Work should be completed to the standards of the applied craft or trade

0:1 REHABILITATION STANDARDS APPLICABLE TO ALL RESIDENTIAL REHABILITATION

The following conditions, pre-existing or allied with work required by the write-up, shall be included and satisfactorily completed as a part of the forgivable loan rehabilitation requirements.

- a. Collect and remove from project all trash and rubbish in open yard area; leave in rake clean condition.
- b. Demolish and remove from project all specified items including but not limited to deteriorated, dilapidated, and unsightly items such as fences, sheds, barns, garages, etc.
- c. Tree limbs, shrubs, brush, etc. shall be removed or shall be trimmed a minimum of three (3) feet from structures to prevent future damage to structure.
- d. Tree limbs, etc. shall be trimmed a minimum of five (5) feet from any roof surface to prevent future damage.
- e. All penetrations of the floor from basementless area must be satisfactorily closed by tight fitting collars around pipes, vents, ducts, etc., caulking will be permitted if not over 3/16" around penetrating member or 3/16" cracks and voids. Closures of the above shall prevent the entrance to the living unit of insects, vermin, etc. (See Spec. 12:6 Caulking application).
- f. All penetrations of the foundation skirt, exterior walls, gables, etc., shall be satisfactorily closed as above to prevent the entrance to the living unit or attic space of insects, vermin, etc. and to prevent entrance of water and provide protection by eliminating exposure to weather. (See Spec. 12:6 Caulking application).
- g. Smoke detectors/carbon monoxide detectors shall be installed in accordance with the IRC as currently adopted by the City of Arlington to include local amendments.
- h. On all forgivable grant projects, all outlets located in a bathroom or kitchen that are within 6 feet of a water source shall be replaced with a GFCI outlet. All exterior or wet-location outlets shall also have GFCI protection
- j. Emergency grants are exempt from compliance with this section unless the work is required due to an emergency as defined in Section V, a of the Housing Rehabilitation Program Policies and Procedures**
- k. Architectural Barrier Removal for Renters grants are exempt from compliance with this section**

0:2 GENERAL SPECIFICATIONS - Materials shall be new, in good condition, and of standard grade unless otherwise specified in the bid document.

REPAIRS- Where repairs of existing work are called for, the feature is to be placed in "equal or new" condition either by patching or replacement. All damaged, loose, or rotted parts shall be removed and replaced and the finished work shall match adjacent work in design and dimension.

Contractors performing work for the Housing Rehabilitation Program will adhere to the "Adopted Policies and Procedures for City of Arlington Housing Rehabilitation Program. Contractors are also expected to be familiar with, and to comply with, all applicable codes, written rehabilitation standards, bid specifications, and ordinances currently adopted by the City of Arlington. In the event a conflict is determined to exist between the General Specifications for the Housing Rehabilitation Program and the City of Arlington adopted codes, the stricter shall apply.

1. FOUNDATION

1:0 GENERAL REQUIREMENTS – Foundation repair or replacement shall be accomplished in a workmanlike manner. Any work requiring skirt removal or closure and/or pier and footing work, also requires that all stored, unused, items, etc. shall be removed from the basementless area. All shims and/or blocking shall be nailed, strapped, or otherwise securely fastened to the supporting members of the structure. Existing wood, masonry, and/or concrete piers that are sound and plumb are not to be replaced or removed. Masonry piers may be repaired if feasible.

All foundation repairs shall be engineered. Foundation repairs shall be scheduled as the first item to be repaired unless otherwise noted in the bid document/work write-up. Prior to repairing the foundation, the contractor shall test the water and sewer lines and provide the results to the City of Arlington. After repairs have been completed, the contractor shall test the water and sewer lines to ensure they have not been compromised. Prior to any other work commencing, the contractor shall provide the City of Arlington with the results of the hydrostatic test.

1.1 LEVELING- Shall be completed in such a manner as to be permanent. Shims and/or blocking shall be fastened and wedged tight, and of an approved material that is treated to prevent insect damage or deterioration. Any damage to the structure as a result of the leveling operation is to be repaired or replaced, including but not limited to plumbing, doors, floors, partitions, etc. All piers and/or footings damaged shall be replaced with new. (See Spec. 1:2 & 1:3)

1:2 FOOTINGS & PADS - Replacement for perimeter shall be engineered.

1:3 PIERS - Replacement for piers shall be engineered

1:4 MASONRY PIERS, EXISTING-Repair or replacement of masonry piers shall be engineered

1:5 SKIRTING- Repair existing to a serviceable condition. If new, shall be constructed of conforming materials and if wood, shall be provided with minimum 8", 16 gauge galvanized ground flashing with 2" overlap under bottom of skirt and extending into the ground. Wood siding shall be a minimum of 4" from revised ground grade. Should plaster and expanded metal be used, no ground flashing is required. Completed skirt of plaster shall extend 4" below revised finished ground grade. Use vertical reinforcing rods, minimum 3/8" diameter, adequately fastened to sill, extending into ground 4", spaced a minimum of 16" o.c. Plaster shall be minimum 3/4" thick. Metal expanded lath shall be diamond mesh wt. 2.5 lbs. per SQ YD, securely fastened by galvanized wire ties not over 8" o.c. Two plaster coats required. Scratch coat to be 1 part Portland cement, 1 part masonry cement, 3 parts plaster sand. Finish or brown coat shall be same as above except 4 part sand. Allow minimum of 48 hours between coats, trowel applied with uniform brush finish.

1:6 CREEPHOLE DOOR- Shall be hinged and constructed of such material as to conform to foundation skirt. New or existing openings shall be a minimum size of 18"x 24" or adequate size for servicing of equipment and with a means to latch. Conditions may require a masonry or concrete sill to divert surface water away from structure. If not feasible on exterior, locate within interior floor area, accessible for maintenance of plumbing below floor.

1:7 VENTS- If new, shall be louvered, rust resistant metal, and substantially weatherproof. Install weather tight and properly spaced to provide adequate cross ventilation under structure. Standard vents, size 16"x 8" (65 SQ IN free air, .45 SF).

1:8 SILLS, FLOOR FRAMING- Replace or repair all rotten or deteriorated pieces with same size and dimension. Material shall be preservative treated #2 Yellow Pine.

1:9 FLOOR JOISTS - Repair existing. If new, shall be a minimum of 2"x 6" and/or standard construction grade of existing dimension lumber, adequate to support load, supported at their extreme ends by either a 2"x 4" ledger or metal joist hanger. (Same material as Spec. 1:8)

1:10 EXTERMINATION- Should existing conditions indicate infestation; select a treatment plan as recommended and applied by a bonded exterminator. This preventive measure is with regard to termites or other destructive insects, etc. Exterminator's certificate is required. Application and treatment is to be within and/or also outside basementless area, unless otherwise specified.

1:11 STABILIZE FLOORS- Provided existing piers, beams, and footings are in acceptable condition, replace or tighten and fasten shims to satisfy floor and structure conditions. Shims shall be of treated material to prevent insect damage and/or deterioration and nailed or otherwise fastened to supporting or carrying members.

2. WALLS (Exterior)

2:1 WOOD WALL STUDS - Repair existing. If replaced, studs shall be a minimum of 16" o.c., 2"x 4"x 92-5/8" SPF or written approved equal and conform to existing wall framing.

2:2 REPAIR ASBESTOS SIDING - Replacement shall be of a reasonable conforming pattern, type, and color. If unable to match color, the replacement material shall be painted to match existing.

2:3 VINYL SIDING- Installation of new shall be double 4" clapboard, wood grain finish, .040" thick, over 1/2" rigid foam insulation board on all exposed sided surfaces; wrap fascia and all wood trim boards with aluminum. Vinyl siding must provide a limited lifetime warranty and be certified by the Vinyl Siding Institute.

2:4 REPAIR COMPOSITION SIDING - Replacement shall be of a reasonable conforming pattern, type, and color. Asphalt minimum weight 105# per square, insulated composition minimum weight 225# per square.

2:5 STRAIGHTEN WALLS - Walls shall be re-aligned by removing necessary wall covering (either exterior or interior) in order to align wall framing to a reasonable, straight, and even plane. Replace such structural members as required and adequately brace. Reinstall siding and other components in a workmanlike manner.

2:6 WOOD SIDING AND TRIM - Repair existing to a satisfactory watertight condition. New wood siding shall be of a reasonable conforming pattern, type, and color. Bird boards and corner boards shall adequately close all openings to a reasonably tight fit. Exterior trim shall be preservative treated lumber where contact with water is likely, otherwise #2 SPF, free of loose knots and splits. Fasteners must be non-corrosive, galvanized nails.

Replacement of siding - All wood siding shall be grade D or equivalent. Siding shall have a minimum thickness of 3/8 inch unless placed over sheathing that has an I.C.C. approval. Siding patterns known as rustic, drop siding, or shiplap shall have an average thickness of not less than 3/8 inch. Bevel siding shall have a minimum thickness measured at the butt section of not less than 7/16 inch and a tip thickness of not less than 3/16 inch. All weatherboarding or siding shall be securely nailed to each stud with not less than one nail or to solid 1 inch nominal wood sheathing or 1/2 inch plywood sheathing with not less than one line of nails spaced not more than 24 inches O.C. in each piece of weatherboarding or siding. All fasteners used for the attachment of siding shall be of a corrosion-resistant type. All vinyl, aluminum, or steel siding soffit and coil stock must be I.C.C listed and installed according to manufacturer's installation instructions.

3. PORCHES

3:1 REMOVAL- of deteriorated, dilapidated, porches, stoops, etc., which are not economically feasible to repair, shall be done in such a manner as to cause a minimum

amount of damage to the remaining structure. After removal, repair, bracing and strengthening of main structure shall be provided. Finished floors must slope to drain away from main structure.

3:2 REPLACE WOOD FLOORING AND CEILING- Repair areas of existing. New flooring shall be of tongue and groove type, and preservative treated to prevent deterioration. Ceilings shall be repaired with matching materials. If new, shall be BCX plywood, 3/8" minimum thickness. (See Finish 9:4)

3:3 WROUGHT IRON OR PIPE COLUMNS - Repair existing. Should replacement be required, shall be new to match existing and/or sized to provide structural strength for intended use. (See Finish 12:8)

3:4 WOOD COLUMNS - Repair existing. If new, shall be a minimum of 4"x 4" dimension and shall extend from porch floor continuously to bearing beam. Base shall be satisfactorily caulked to weather seal. (See Finish 12:0) Replacement column shall reasonably match existing and be cased if required. Supports must be sized to provide structural strength for intended use.

3:5 CONCRETE PORCH - Repair existing. If new, shall have a compressive strength at 28 days of at least 3000 PSI. Concrete will be deposited when temperature is at 40 degrees F or above and rising, and shall be reinforced with minimum 6x6-10/10 wire mesh. If steps are called for they are to be poured monolithically. Pre-cast concrete steps are acceptable as called for in Spec 3:7. New porches and steps must slope away from main structure and properly drain.

3:6 STOOPS - Repair existing. If new, are to be constructed of such material as to conform to existing roof covering and shall have all necessary structural members required to form a structurally sound unit. Metal, aluminum stoops may be provided only with approval of administrating agency.

3:7 STEPS, RAMPS, CONCRETE- Repair existing. If new, must be poured in place concrete, with concrete reinforcing and conditions as called for in 3:5. Pre-cast concrete steps shall be a satisfactorily sound unit. Metal, aluminum stoops may be provided only with approval of administrating agency.

3:8 HAND RAILS - Wood, iron or pipe. Repair to match existing. If new wood, use pressure treated lumber, balusters minimum 5" o.c., firmly attached with lag bolts to house with newel post set in concrete for firm support. Galvanized pipe, minimum 1-1/2" may be repaired or used as replacement for existing. Wrought iron replacement is to be used only as matching replacement for portion of existing. (See Finish for Exterior Iron or Steel 12:8)

Handrails shall be required for stairways having two or more risers which serve one individual dwelling unit. Handrails shall have maximum heights not less than 34 inches nor more than 38 inches from the nosing of threads, shall be provided on at least one side of stairways, and shall be continuous the full length of the stairs and extend not less than 6

inches beyond the top and bottom risers. The handgrip portion of handrails shall be not less than one and ¼ inch nor more than two and 5/8 inch in cross-sectional dimension or the shape shall provide an equivalent gripping surface. The handgrip portion of handrails shall have a smooth surface with no sharp corners.

3:9 RESCREEN- Repair existing. If new, it is required that the screening materials shall be new aluminum wire, 18/16 mesh, uniformly applied with adequate tension to prevent sagging or wrinkles.

4. YARD

4:1 WALKS, ENTRANCE- Existing lead walks of concrete not within public right of way shall be repaired. If replaced, the minimum width shall be 36" and minimum thickness of 4". Walks shall be reinforced with 6x6-10/10 wire mesh. Concrete shall have a compressive strength at 28 days of at least 3000 PSI. Concrete will be deposited when temperature is at 40 degrees F or above and rising. Finish grade shall adequately drain. Use medium broom finish and expansion joint of ½" asphalt fiber at junction with structure and lateral walk and every 50', control joint every 4', edges to be tooled.

4:2 DRIVEWAYS- Existing concrete driveways not in public right of way may be repaired or replaced and shall be reinforced with 6x6-10/10 wire mesh, with expansion joint material placed at maximum of 30', not to exceed 200 SQ FT in one area. Concrete shall have a compressive strength at 28 days of at least 3000 PSI. Concrete will be deposited when temperature is at 40F or above and rising. Driveway shall cover a minimum area of 10'x 20' for off street parking. Approach and walk area is not to be included in the minimum area required. Medium brush finish required minimum 4" thick.

4:3 DRIVEWAYS GRAVEL- Existing gravel driveways may have new gravel added if necessary. Minimum area covered shall be same requirements as 4:2. Gravel to be satisfactory road gravel with adequate binder characteristics or stabilized with 20 lbs. of cement uniformly mixed with each square yard of 6" thick gravel. Place and compact gravel to uniform grade to obtain adequate drainage.

4:4 GARAGE DETACHED OR ATTACHED- If existing and feasible to repair, shall be eligible only for items of exterior rehabilitation as determined by administrating agency. Dilapidated structures shall be removed and not replaced.

4:5 STORAGE DETACHED OR ATTACHED- If existing and feasible to repair, shall be eligible only for items of exterior rehabilitation as determined by administrating agency. Dilapidated structures shall be removed and not replaced.

4:6 CARPORT DETACHED OR ATTACHED- If existing and feasible to repair, shall be eligible only for items of exterior rehabilitation as determined by administrating agency. Dilapidated structures shall be removed and not replaced.

4:7 FENCE- Repair existing if economically feasible. Replace small deteriorated portions as determined by the administrating agency. Remove all of dilapidated fencing not economical to repair.

4:8 CLOTHES POSTS & LINES- Repair. Replace existing deteriorated portion as determined by the administrating agency to match existing.

5. ROOF

5:0 GENERAL REQUIREMENTS- Repair or re-roofing shall be accomplished in a workmanlike manner, and shall be done in accordance with manufacturer's recommendations and installed in such a manner (with proper flashing, counter flashing, and all other necessary components) as to prevent leaks of any kind.

5:1 LEVEL- Install sufficient bracing to ridge, gables, and rafters to support to a reasonable line and level in order to maintain a true and even plane. Should a re-roof over existing be required, bracing should be adequate to support additional structural load.

5:2 DECKING- Repair existing by replacing defective sheathing boards, leaving new deck surface smooth, clean, and adequately secured to structural members. Nails to be 8d common or box for shiplap and all other 1"x 4" materials, and 6d spiral thread or ring-shank common or box nails for plywood or OSB sheathing, 6" o.c. along all edges and 12" o.c. along intermediate members. Sheathing shall be 1/2" CDX plywood or 7/16" OSB installed with plywood "H" clips.

5:3 GUTTER AND DOWNSPOUT- If existing, shall be replaced with new parts of 26 gauge aluminum, install 1/4" screen to prevent entrance of foreign materials, supply a concrete splash block under downspouts to prevent erosion of soil around outlet. Adequate hangers, braces and bands shall be securely anchored and drainage shall be such as to eliminate ponding, minimum 1/16" per foot of fall. Finished installation shall be free of leaks, and shall control disposal water to prevent damage to property.

5:4 REPAIR GUTTER AND DOWNSPOUT- Realign and adjust all supporting members. Minimum uniform grade shall be 1/16" per foot. Repair all solder joints with same. Replace missing parts and hangers and braces with minimum 26 gauge galvanized metal.

5:5 NEW FLASHING AND VALLEY- Shall be 26 gauge galvanized metal. Valley metal shall be a minimum of 20" wide. Roll roofing for a valley is required with composition shingles, minimum 90# or as recommended by manufacturer.

5:6 REPAIR WOOD SHINGLES- Replace all missing and split wood shingles with No.2 red cedar.

5:7 REPAIR COMPOSITION ROOF- All missing or broken shingles shall be replaced. Re-nail all loose shingles. Replacement shall be of similar color, design, and brand (if possible), as existing roofing material.

5:8 NEW COMPOSITION ROOF- Apply minimum 220#, 3-tab, Class A fiberglass composition roof, 20 year warranty, with 1-1/4" galvanized roofing nails over 15# asphalt felt paper. Prior to starting work, examine roof deck on which work is to be applied for defects in material and workmanship which may be detrimental to the proper installation or long-term performance of the shingles. Install according to manufacturer's recommendations. Install 1-1/2"X1-1/2" metal edging over all exposed drip edges of roof, new stack/vent boots and proper flashing. Provide for adequate ventilation by installing ridge vents or turbines according to work write-up.

5:9 NEW COMPOSITION ROOF OVER OLD- Prohibited

5:10 BUILT UP ROOF REPAIR- Shall be dead level or steep run asphalt as required by existing conditions. Remove aggregate spud off loose roofing material, cut blisters and re-nail. Hot mop minimum of two (2) plies of 15# asphalt coated felt then flood coat and apply roofing gravel to a uniform durable surface. All penetrations such as vents, chimneys, etc. shall be adequately flashed with metal or mastic and membrane in accordance with good roofing practice. Repair existing or furnish new metal gravel guard.

5:11 NEW BUILT UP ROOF OVER OLD- For roof slopes of 2 in 12 or less, install two (2) plies of 15# felt properly mopped with hot asphalt. (See Spec. 5:10 for application, flashing, etc.)

5:12 NEW BUILT UP ROOF, COMPLETE TEAR OFF OF EXISTING- Nail one (1) ply of 30# felt. Mop minimum of two (2) plies of 15# felt and flood coat exposed surface (See Spec. 5:10 for application, flashing, etc.). Prior to any application to new, repaired, or existing wood deck; remove loose nails, old roofing nails, re-nail and repair deck as required.

5:13 RAFTER TAILS, REPAIR OR REPLACE- Remove deteriorated portion of exposed rafters; replace with new material to match existing rafters. Method of repair shall adequately support roof eaves and/or overhang, and be neat in appearance without cleats unless being cover with vinyl or aluminum.

5:14 BARGE RAFTERS, REPAIR OR REPLACE- Remove deteriorated portion of barge rafter and repair. (See Spec. 5:13). Repaired portion or replacement shall be securely fastened to deck overhang and shall be of straight #2 SPF or better. Repair shall be neat in appearance and without cleats.

5:15 CORNICE, FASCIA, SOFFIT, DRIP MOLDING, AND/OR TRIM- Replace rotten or deteriorated sections by installing new material using #2 grade lumber of correct dimension to conform to existing components. Soffits shall be repaired with matching materials. If new shall be BCX plywood, 3/8" minimum thickness. (NOTE: lower grades of

replacement material may be used, upon approval, when being covered with vinyl or aluminum)

5:16 ROLL ROOFING- For low slope roofs of under 1 in 12, material shall be mineral surface 90#, applied in accordance with manufacturer's specifications.

6. DOORS

6:0 GENERAL REQUIREMENTS- All doors shall operate satisfactorily and be in sound serviceable condition. All doors must have a wall mounted door stop, strike plate, lockset, and appropriate hinges. All exterior doors and frames shall be substantially weather tight and rodent proof. Doors shall clear carpet by ½”.

6:1 EXTERIOR DOORS- New shall be pre-hung metal clad 1-3/4” insulated door complete with entry lock and deadbolt keyed alike, weather-stripped threshold, peep sight, jamb weather stripping, and interior/exterior casing. Install plumb and level to ensure proper operation. If economical, existing doors shall be repaired to satisfy security and weather protection requirements and properly fit opening. Re-adjust and/or replace stops to provide a reasonably tight fit.

6:2 FRAME- Repair existing frames if feasible; if new shall be of 2” material with a properly plowed jamb and stops to receive a 1-3/4” door.

6:3 THRESHOLDS, INTERIOR- Shall be of new wood of proper height and width for the particular opening, and suitable for interior use. Install to a reasonable clearance of ¼” maximum.

6:4 ALL NEW OPENINGS- Repair if feasible; if new, shall be properly framed with a minimum of two #2 Yellow Pine or SPF 2”x 6” headers with ½” spacer, installed on edge, where all bearing loads exist; dimension of lumber used shall be sufficient to bear load according to size of opening. All non-bearing loads shall be constructed with two #2 Yellow Pine or SPF 2”x 4” headers with ½” spacer, placed on edge, not to span an opening over 3’ in width. If new opening is located in a load-bearing wall, permits shall be required.

6:5 REMOVE AND CLOSE OPENING- After removal, structure shall be properly braced and strengthened and openings shall be covered with conforming exterior and interior finish materials in such a manner as to remove evidence of closing.

6:6 STORM DOORS- If economical - shall be repaired. Re-adjust or replace stops for a reasonable tight fit and insect proofing. If new, vinyl-clad over wood core, mill-finished aluminum, or aluminum with baked on enamel finish, tempered safety glass window, interchangeable screen for top and bottom ventilation, weather-stripped, with push button handle, adjustable pneumatic closer, safety chain and slide on expander sweep.

6:7 WOODEN SCREEN DOORS- If economical shall be repaired. If new, shall be of selected preservative treated Western Ponderosa Pine with dowel joint construction and furnished with 18/16 mesh aluminum screen wire. Minimum thickness of 1-1/8". Re-adjust or replace stops for reasonably tight fit to ensure protection from rodent and insect infiltration. Provide spring latch, closure and one pair 3"x 3" butt hinges.

6:8 RE-SCREEN DOORS, ALUMINUM, WOOD- All doors shall be screened with 18/16 mesh aluminum screen wire. Mesh shall be uniformly applied with adequate tension to prevent sagging or wrinkles. Screening for wood doors shall be provided with new screen mold unless existing is in good repair and free of breaks, cracks, splinters, and are continuous one piece sections. Screening for aluminum doors shall meet above requirements for wood except that all splines shall be tight-fit one piece sections and replaced if deteriorated (See 6:9 for hardware).

6:9 DOOR HARDWARE, EXTERIOR- Repair existing if economically feasible. New hardware for doors to be a keyed entry lockset with 1/2" throw and a deadbolt with 1" throw, keyed cylinder outside, thumb turn inside including escutcheon trim and strike plates, keyed alike.

Finish hardware – All exterior door locks shall be of Schlage brand or equivalent. All deadbolt locks shall be keyless from the inside. All exterior door hinges shall be a minimum of three and 1/2 inch x three and 1/2 inch in size, with a minimum of two hinges to each door.

6:10 THRESHOLD FOR DOORS- Shall be extruded aluminum, minimum of 3-3/4" wide with 3/8" high vinyl insert. If non-existing or if existing is not an effective seal, provide and install new threshold to manufacturer's printed instructions. For thresholds that do not have vinyl inserts on base, both long edges must be installed with continuous bead of caulking.

6:11 DOOR WEATHER STRIP- shall have extruded aluminum housing 1/4"x 1/2" with vinyl, neoprene 3/16" bulb insert. If non-existing or if existing is not an effective seal then, after adjustment of stops (if required) and painting, provide and install new weather strip continuous at both jambs and head. Install with screws or nails as provided by manufacturer and to manufacturer's installation instructions.

6:12. INTERIOR DOORS- If economical shall be repaired. If new, doors shall be pre-hung interior standard grade flush or panel type, hollow-core units, minimum thickness 1-3/8", installed with passage lockset, casing trimmed with minimum 2" wide paint grade molding on both sides. Bathroom doors shall have privacy lockset.

All new interior passage locks shall be of a Schlage brand or equivalent, and shall match as closely as possible to the existing locks. All interior door butts shall be a minimum of three inch x three inch in size, with a minimum of two hinges to each door. All cabinet hardware shall be a polished, finished material, and properly fitted as required for the particular use.

6:13 CASING REPLACEMENT- Repair if economically feasible. If new, shall match existing for doors and/or windows of #2 SPF or better and be free of loose knots, cracks or splits. Apply with finishing type nails, countersunk with nail holes filled.

7. WINDOWS

7:0 GENERAL REQUIREMENTS- Every exterior window shall be substantially weather tight, water tight, rodent proof and in sound serviceable working condition with latches and insect screens and shall be cleaned of paint, putty or caulking.

7:1 WOOD UNITS- Repair if economically feasible. If new, shall be constructed of type "S" or "T" stiles, double-hung, check rail or plain rail. Material shall be of preservative treated Western Ponderosa Pine. Minimum thickness of 1-3/8". Furnish with SSB glass. Unit shall be watertight, properly fit the opening, and operating sash shall be properly weather stripped with lock.

7:2 ALUMINUM UNITS- If economical shall be repaired. If new, shall be Energy Star compliant, single hung, double glazed, low-e, white finished aluminum with sash locks. Exposed surfaces of all aluminum members shall be extruded of first class finish material with no serious defects or blemishes. All joints shall be neatly fitted, secure, and made water/air tight. Operating sashes are to be properly weather stripped to minimize entrance of air and moisture. Provide window screens. Furnish with SSB glass.

7:3 VINYL UNITS- New shall be Energy Star compliant, single hung, double glazed, low-e units with tilt sash and lock. Sash frame shall be miter cut and fusion welded at the corners, extruded vinyl compound that doesn't chip or peel. Install plumb and level to ensure proper operation. All joints shall be neatly fitted, secure, and made water and air tight. Provide window screens.

7:4 WOOD WINDOW SCREENS- If economical shall be repaired. If new, wood screens shall be constructed of 3/4" material; header and sides shall be minimum of 2" in width, base shall be minimum of 3" in width and shall be properly doweled at joints; screen wire shall be 18/16 mesh aluminum. All screens shall be full screens properly fit to openings.

7:5 ALUMINUM WINDOW SCREENS- If economical shall be repaired. If new, aluminum screens shall be of standard design and construction with a minimum cross rail and frame width of 1/2" and thickness of 3/8" wired with 18/16 mesh aluminum wire. All window screens shall be half screen for single-hung, and full for double-hung, properly fit to openings.

7:6 RE-SCREEN WOOD WINDOW SCREENS- See Spec. 6:8, same requirements as re-screen wood screen doors. Must properly fit opening.

7:7 RE-SCREEN ALUMINUM WINDOW SCREENS- See Spec. 6:8, same requirements as re-screen aluminum screen doors. Must properly fit opening.

7:8 GLASS EXTERIOR- All loose materials and broken or cracked glass shall be replaced with minimum of SSB glass. Remove all old putty and compound. Install with glazing points or clips as required. New glazing compounds of respective type for wood or aluminum shall be applied in a uniform and neat manner according to manufacturer's recommendations. Back bed is required and installation shall not leak. All glass over 3 SQ FT in area shall be DSB. Door glass replacement shall have stops reinstalled to a reasonable fit with all nails countersunk. The above item is for use only on exterior openings of interior heated areas. Wooden sashes require linseed oil application before applying compound or putty. Glazing compound shall be equal to DAP #33 (wood or metal) or written approved equal. (Supersedes 7:9)

7:9 REPUTTY, EXTERIOR GLASS- Wood surfaces shall be properly prepared by removal of all loose, cracked, or otherwise unsound material. Clip points or other proper holding devices shall be installed. New glazing compounds shall be of approved grade and applied according to manufacturer's specifications. Caulking compounds, in lieu of glazing compounds, are not permitted. The above item is for use only on exterior openings of interior heated areas. Wooden sashes require linseed oil application before applying compound or putty. Glazing compound shall be equal to DAP #33 (wood or metal) or written approved equal. Metal sashes shall be properly prepared and glazing compound shall be of approved type for metal, equal to DAP #33 (wood or metal) or written approved equal.

7:10 WOOD WINDOW PARTS- Repair if economically feasible. Adequate flashing to exterior wall shall be applied for satisfactory waterproofing. New wooden exterior parts shall be preservative treated.

7:11 WEATHERSTRIP FOR WINDOWS- Flexible aluminum base shall be 3/8" wide with gray vinyl insert, overall width 9/16". If non-existing or if existing is not an effective seal, after adjustment of stoops (if required) and painting, provide new and install to manufacturer's printed instructions, continuous at both jambs, head, sill and meeting rails on all operable sashes.

7:12 BALANCES, WEIGHTS & LOCKS- Broken sash cords and/or missing weights shall be furnished and installed. Defective or missing balances shall be replaced. Upper and lower sashes shall operate free. All windows with window units installed shall have a security locking device.

7:13 NOISE ABATEMENT - Single Pane windows shall be replaced if the property is located within 1,000' of a major road or 3,000' of a railroad and, the noise levels exceed the decibel limits as established by HUD. This requirement does not apply to the Emergency Grant Program.

8. MASONRY

8:1 MASONRY UNIT REPAIR- Existing exterior masonry shall be repaired in a workmanlike manner. Where masonry is installed for repair, there shall be an existing

continuous reinforced concrete grade beam with the proper footing. All joints shall be properly tooled and left in a clean condition. Building face brick shall be of gas-fired solid clay or shale units. Clean all masonry of mortar and stains with an approved masonry cleaner.

8:2 MASONRY PAINT- Should existing exterior porous masonry, including concrete, stucco, or plaster, require painting to prevent entrance of moisture and/or to cover discoloration, apply one coat of paint that is approved for use on exterior surfaces as these, to manufacturer's specifications.

8:3 REPAINT MASONRY JOINTS- Existing exterior deteriorated or open masonry joints shall be repainted with a rich grout of cement sand, etc., to approximately match existing color and joint type. Properly tool joints and clean excess grout or mortar from masonry surface. Re-plaster if required. (See Plastering Spec. 1:5)

8:4 MASONRY CHIMNEYS- Existing shall be structurally safe, durable, and smoke tight; repaint, repair and brace. Hazardous conditions either to structure or life shall require demolition.

9. FLOOR & FINISH

9:0 GENERAL REQUIREMENTS- All new floor finishes and/or coverings shall be of a reasonably cleanable type for sanitary maintenance; shall adequately protect surfaces and upon completion shall be free of stains and other foreign matter other than preexisting.

9:1 WOOD FINISHED INTERIOR- Existing damaged areas shall be removed and new flooring of the same type and material applied. All surfaces shall be properly sanded, filled, sealed, and varnished with two coats of gloss varnish.

9:2 SHEET VINYL COVERING- Sheet vinyl/tile installation – All floors that are to receive sheet vinyl or tile floor coverings shall be properly prepared either by sanding and removing all foreign material from surfaces, properly filling, and cleaning; or by installing an underlayment in a neat and workmanlike manner according to manufacturer's recommendations. Floor covering shall be of high quality (a minimum of .080 inch thick or a wear layer of 6mil or greater) and be installed in a workmanlike manner and with mastic materials recommended by manufacturer. **Self-adhesive tile is not permitted.**

9:3 CERAMIC TILE FLOORS- Repair if feasible. If new, install 12"x12" ceramic floor tile, minimum PEI rating of 3, over 1/4" cement backer board. Use of backer board is not necessary when installing over concrete foundations. Tile shall be installed in a workmanlike manner according to manufacturer's recommendations. Grout and seal joints.

9:4 WOOD EXTERIOR, FLOORS AND CEILINGS- Existing damaged areas shall be removed and new flooring or ceiling of the same type shall be applied. Finish shall be a prime coat and two coats of latex enamel paint as recommended by the manufacturer for use on exterior wood. (See Specs. 3:2 Porches & 9:1 for surface preparation)

9:5 COVERED WOOD INTERIOR- All damaged portions shall be removed and new covering of same type and material applied. No finish required, covering to be as specified.

9:6 CARPET- Deteriorated carpeting shall be removed; install new durable nylon continuous filament carpet, minimum 25 oz. face weight, with 6 lb. 7/16" re-bond padding and tack strip according to manufacturer's recommendations.

10. WALLS AND/OR CEILINGS (INTERIOR)

10:1 DRYWALL AND CEILING- For replacement of entire area, the sheetrock shall be a minimum thickness of 3/8" where framing is no greater than 16" o.c. Where framing is 24" o.c., dry wall products shall be no less than 1/2" in thickness. Moisture resistant "green board" will be used in wet locations. All dry wall products shall be taped, bedded, floated, and textured to match existing in a workmanlike manner, and dried properly (minimum of 24 hours drying period shall be required).

10:2 WAINSCOT- Where masonite or tempered tile is required, it shall be installed with metal, plastic, or wood trim and sealed properly to prevent entrance of moisture. All trim and wainscot shall be installed to a minimum of 4' high (off floor) and shall have a durable, washable finish. Walls for showers or tub/showers shall be of same material and a minimum of 6' high from floor or bottom of tub.

10:3 SHEETROCK REPAIR, WALL/CEILING- Shall be same thickness as existing, adjoining material. (See specification 10:1 for joint treatment and finished texture)

10:4 WALLPAPER, WALLS- Existing deteriorated canvas shall be replaced, existing loose canvas shall be refastened to wall. If installing new, complete tear off of old paper is required. Wood or other wall and ceiling trim shall be removed and then properly installed over new paper. Finished walls shall have square cut corners, neat vertical tight seams to match pattern, and shall meet at casing of all openings. Wrinkles, tears, loose or soiled new paper, will not be acceptable.

10:5 WALL PAPER, CEILINGS- (See Spec. 10:4 for application). Existing canvas and paper, if tight to ceiling, will be acceptable to canvas and paper over.

10:6 WOOD PANELING, WALL- Should wood paneling and trim be required to replace damaged existing, the paneling should approximately match the existing as to style, grain, color and trim. Fasten in a uniform flat plane as recommended by the manufacturer and with tight uniform joints. Minimum 1/8" or match existing thickness. Casing trim for openings shall match paneling as to grain, texture and finish.

11. MILL WORK

11:0 GENERAL REQUIREMENTS - Repaired or new, material shall be of a select grade of white pine or equivalent. Finger jointed material not allowed on surfaces to be

stained and varnished. Plywood shall be of A grade. All measurements and dimensions shall be verified at the job and the Contractor shall be responsible for any work that does not fit properly. Rough carpentry shall be self fitted, nailed, and drawn up tight. Finish work shall be free from machine or tool marks, abrasions, raised grained, etc., on exposed surfaces, and shall be machine sanded and hand dressed to a smooth finish. Joints shall be tight and so formed as to conceal shrinkage.

11:1 CABINETS - Cabinets and hardware shall be repaired if feasible; new hardware can be wood or metal knob or pull with approved type latches to hold doors in closed position and shall match existing as nearly as possible. If new, cabinets shall be quality mill-made modular units with solid hardwood face frames, hardwood door frames and drawer fronts, with self-closing hinges, nylon and metal drawer guides, set level and joined with concealed nails and screws where practical.

11:2 COUNTERTOP- If new shall be one piece plastic laminate over $\frac{3}{4}$ " composition base with minimum 4" backsplash. Edges may be rolled or flat type. End splash is required where countertop butts against a wall or cabinet. Caulk around top of countertop with mildew resistant silicone sealant.

11:3 INTERIOR TRIM - Repair to match existing as closely as possible. If new, shall be of white pine. All molded members and trim shall be mitered or coped at corners. Nails in exposed work shall be set and filled. Trim around doors and openings shall be full length and jointed only at corners. Scribing, mitering, and joining shall be done accurately and neatly. Window stools must have mitered bull nosed front end with aprons of base molding back cut at 22-1/2 degrees. Shoe molding is required in every room where sheet vinyl or ceramic tile flooring is installed.

12. PAINTING

12:0 GENERAL REQUIREMENTS- The Contractor shall inspect the building and note the conditions of all existing conditions and the preparatory work required prior to painting operations. The Contractor shall not be compensated for claims of extra labor involved in preparation of surfaces to receive paint and other finishes nor shall his guarantee in any way be validated because of his failure to inspect the existing surfaces and ascertain the prior conditions affecting his work. Application of paint on any surface shall constitute acceptance of the surface for paint by the contractor. **Minimum grade paint shall be Glidden Evermore or written approved equivalent.** Home owner may choose paint sheen i.e. flat, eggshell, semi-gloss.

Materials – All paint materials shall be delivered in original, unopened containers, with labels and tags intact. All materials shall be of the highest quality and be used for the purpose for which they were manufactured. **Use of lead-based paint shall be prohibited.** Kitchen cabinets shall be re-stained and sealed with varnish or polyurethane unless Homeowner requests paint. If paint is requested, type shall be clearly specified in contract, and Homeowner shall be given choice of color.

PREPARATION OF SURFACES- Nail holes, splits or scratches shall be puttied or spackled smooth after prime coat. Drop cloths shall be provided and precaution taken to prevent paint materials from falling on or marring any adjacent surfaces not be painted. All surfaces requiring finishing shall be cleaned and dry prior to painting. Window and door glass, floors, and other work items shall be cleaned of all stains and foreign matter, other than preexisting, to include putty, paint, caulking, etc. prior to acceptance. Exterior metal columns, railings, etc. shall be brushed or scraped to remove all loose peeling paint.

APPLICATION- Apply according to manufacturer's specifications. Maintain temperature of rooms where varnish or enamel is being applied at 70 degrees F or more, and at 50 degrees F or more during other interior painting. Exterior painting shall be performed when the air temperature is 50 degrees F or higher and on dry surfaces with dry weather conditions. Field painting will not be required on items specified to be completely pre-finished at factory or on aluminum, copper, brass, and bronze, or on glazing compound in aluminum windows. Back prime new wood and/or trim with one coat exterior latex wood primer. Allow paint to dry between coats. Protect all work from damage by the use of drop cloths, etc. Remove paint stains completely from finished work. When color stains, dirt or undercoats show through the final coat of paint, the work shall be covered by additional coats until the paint is of uniform color and appearance and coverage is complete. Where two coats or more of paint are specified, the coat applied prior to the finish shall be applied noticeably lighter in shade than the finish coat. Existing hardware and accessories, fixtures, and similar items shall be removed or protected during painting and thoroughly cleaned and replaced upon completion of painting. Sand interior enamel surfaces lightly between coats. Uses of no-sand solvents are permissible if used in accordance with manufacturer's recommendations. All painting shall be done by skilled craftsmen and shall be complete, giving full coverage, leaving no streaks, shadows, or other blemishes and free from runs, sags, skips, and unsightly brush marks. Make edges of paint adjoining other material or colors sharp and clean without overlapping. Should workmanship of finish be found defective, proper preparatory work shall be done and additional coats shall be applied as necessary to produce a finish in accordance with these specifications. Upon completion, touch-up and restore finish where damaged or defaced.

OBJECTIVE- The use of exterior and interior finishes on the dwelling that will assure against the entrance or penetration of moisture and extremes of temperature; protect from damage by decay, corrosion, insects and other destructive elements; provide reasonable durability and economy of maintenance. Standards for new work shall be used as a guide for making repairs to existing materials in type and color.

MATERIALS- Paint shall be well ground, shall not excessively settle, cake, or thicken in the container, shall be easily mixed to a smooth consistency and have brushing properties. Paint shall be ready mixed, except that tinting may be done on the job. All paint materials shall be delivered in original unopened containers, with label and tags intact. All materials shall used for the purpose for which they were manufactured. Additions of thinning material are not permitted unless recommended by the manufacturer. **NOTE: LEAD-BASED PAINTS ARE NOT PERMITTED OR ACCEPTABLE.**

ALTERNATE EXTERIOR APPLICATION- Exterior paint may be applied by airless spray painting equipment. This alternate application requires a minimum of two coats of paint. Additional coats may be required for sufficient coverage. Approved paint shall be ready mixed and used as supplied by manufacturer without thinning.

12:1 EXTERIOR TWO COAT LATEX- Exterior walls, trim and other exposed wood shall have two (2) coats of mildew, fade resistant exterior grade, latex paint, (Glidden Evermore or written approved equivalent), applied in accordance with manufacturer's instructions.

12:2 EXTERIOR ONE COAT LATEX- Should structure have been recently painted one coat and existing finish does not require removal or scraping and is in acceptable condition, apply one coat of mildew, fade resistant exterior grade latex paint, (Glidden Evermore or written approved equivalent) in accordance with manufacturer's instructions.

12:3 EXTERIOR MASONRY PAINT- See Masonry Spec. 8:2.

12:4 INTERIOR DRYWALL, CEILINGS AND WALLS- New drywall textured products shall be painted with two coats of latex enamel paint (color selected by owner), minimum 12 year warranty, applied to manufacturer's recommendation. If painting over existing, one coat is sufficient if results provide adequate coverage. Apply by roller or brush.

12:5 INTERIOR WOOD- New wood doors, wood trim, and other finish woodwork shall be painted with two coats of latex enamel paint (color selected by owner), minimum 12 year warranty, applied to manufacturer's recommendations. If painting over existing, one coat is sufficient for either paint or varnish, if results provide adequate coverage. (Supersedes Spec. 12:6)

12:6 CAULKING EXTERIOR- Completely close and seal all openings, penetrations, cracks or joints including, but not limited to, perimeter of frames around doors, windows, and where other type wall materials join dissimilar materials. Existing loose or brittle caulking or caulking not effectively sealing, shall be removed and replaced with new material.

- A. Include all material, labor and equipment required to complete caulking as hereinafter specified.
- B. (1) Caulking compound shall be acrylic latex painter's caulk, minimum 25 year durability guarantee, suitable for exterior application.
(2) Joint Filler: Closed cell sponge rubber, polyethylene, vinyl tubing or closed cell urethane foam rope.
- C. (1) All joints shall be thoroughly cleaned out, all dust and loose material removed and surface completely cured and dry before application of caulking compound. Caulking shall be applied around all windows, door frames, louvers, where piping penetrates exterior wall and elsewhere as required. Install in strict accordance with manufacturer's directions. Apply by method best suited to the job conditions. Depth

of joint shall be equal to slightly greater than width. Do not install caulking compound in joints wider than ¾" thick by ½" deep. Where necessary, pack joints with filler. Diameter of back-up material shall be approximately 30 percent greater than normal width of joint. Completely fill joints with compound. Smooth with a finishing tool dipped in an approved solvent. Finish flush with adjacent surfaces.

- D. All excess caulking compound shall be removed immediately with a solvent, light wire brushing, or sanding. All adjacent surfaces shall be left clean and free from stains.

12:7 CAULKING INTERIOR- Completely close and seal all openings, penetrations, cracks or joints including, but not limited to, casings around doors and windows, wood trim and moldings, and where vinyl flooring meets base or shoe molding. Existing loose or brittle caulking or caulking not effectively sealing, shall be removed and replaced with new material. Compound shall be acrylic latex painter's caulk, minimum 25 year durability guarantee. Excess compound shall be removed with manufacturer's recommended solvent or by brushing or sanding. Adjacent surfaces must be clean and free from stains.

12:8 EXTERIOR TWO COAT ON IRON OR STEEL- Exterior iron columns, steel railings, etc., shall have one coat of metal primer and two coats of rust preventive oil base enamel.

13. NEW CONSTRUCTION, ADDITIONS, ENLARGEMENTS - Not permitted.

14. BUILT-INS

14:1 COUNTERTOPS AND COVERING- Existing tops must be repaired or replaced before covering is applied. Repair base to sound condition with clean surface, should new base be required, material shall be ¾" plywood or written approved equal. New covering material shall be securely bonded to base. Top covering material shall be waterproof and washable sheet plastic laminate, vinyl plastic, linoleum, or other equivalent material suitable for its intended use as called for in the work write-up. At least a 4" high backsplash shall be provided where abutting walls. Trim or edging shall be metal, or edges shall be of same covering material as cabinet top. All corner and edge trim, if metal, shall be rust resistant. All joints and under trim shall be properly sealed with an approved waterproof sealant to prevent entrance of moisture.

14:2 TUB ENCLOSURE- Shall completely enclose all area below finish lip of tub. Materials shall be non-absorbent of same type as existing, provided it is a durable surface as called for (See Spec. 10:2)

14.3 BUILT-IN OVEN AND/OR COOKING UNITS- Manufacturer's recommended installation instructions and templates shall be followed and used. (See Millwork Spec. 11:1 for materials and construction requirements.)

14:4 CLOSETS, CLOTHES- Existing closets shall be provided with upper shelves approximately 12" wide with securely mounted hanging rods.

14.5 LAUNDRY FACILITIES SPACE- Provide adequate and/or repair existing in kitchen or other suitable space.

14.6 STORAGE FACILITIES SPACE, INTERIOR- Repair existing. Provide shelving if necessary.

15. ATTIC AREA

15:1 VENTS- Existing attic vents and louvers shall be repaired if economically feasible. New shall be of either minimum 26 gauge galvanized metal or wood. They shall be of adequate size to ensure proper cross ventilation of the attic space and be provided with a minimum of ¼"x ¼" mesh bird screen for protection. Install watertight to structure. (See Paint Finish 12:8)

15:2 ACCESS DOOR OR STAIRS- Repair existing if feasible. If new, access opening to be of adequate size, minimum 22"x 36", to accommodate entrance to all of the attic area and of sufficient size to service or remove existing mechanical equipment from this area. If installing attic stairs, unit shall be tri-fold, with full width main hinge, 1"x 4" treads, and sanded plywood door. All openings to be trimmed with 2-¼" base molding, primed and painted with Latex Enamel.

15.3 INSULATION, ATTIC SPACE, BATT OR ROLL TYPE- Provided insulation does not exist and roof pitch is not less than 3 in 12 with a minimum of 48" clear headroom at roof ridge, insulation is to be installed over habitable heated areas. Insulation is to be batt or roll type blanket 15" or 23" wide for 16" or 24" o.c. joist spacing respectively with factory applied vapor barrier on down side (heated side) of mineral glass fiber batt. Thickness to be minimum 6". Material shall be UL labeled, listed or rated noncombustible. The "R" thermal resistance value to heat flow on the above is R-19.

15:4 INSULATION, ATTIC SPACE, LOOSE FILL, MACHINE BLOWN- Shall be approved and in general conformance with the requirements of Federal Specification HH-I-515 C and ASTM C739 and bear Underwriter's Laboratories Inc. Fire Hazard Classification and label service, noncombustible, UL machine blown only over habitable heated areas. Installed density to be R-30

CAUTION: To prevent condensation, a positive movement of air out of the attic area is essential. For batt or roll type insulation with vapor barrier, one square foot (1 SQ FT) of free vent area shall be provided for each 300 SQ FT of attic floor area. For loose machine blown insulation, provided one square foot (1 SQ FT) of free vent area for each 150 SQ FT of attic floor area.

16. MECHANICAL

16:1 VENTILATORS- All mechanical ventilators shall be vented through the roof and shall be covered with a rain proof hood or cap of galvanized metal. For use in bathrooms

without other means of ventilation. Minimum 70 CFM, wired to operate from a wall switch.

16.2 VENT HOOD KITCHEN – To be installed in accordance with manufacturer’s instructions. Type (vented or re-circulating) and size to be specified in bid document. Must provide a minimum of 160 CFM fan speed.

16:3 CENTRAL HEATING/AIR, EXISTING OR NEW- Repair existing if feasible. If not existing and only source of heat is space heaters or wall/floor furnaces, and only source of air conditioning is window units, install a central heating/air system sized according to Manual “J” load calculation. Furnace must be capable of heating all habitable rooms and baths to at least 70 degrees F at a distance 3’ above the floor. Provide 12 SEER or better condenser with matching evaporator coil, copper line sets, insulated ductwork and plenum, directional registers, return air, thermostat, power supply and breaker, furnace supply line, flue vent through roof with flashing, condenser slab and electric disconnect at condenser. Wall furnaces and gas space heaters will be removed unless otherwise noted in the work write-up. All mechanical work shall be performed by a licensed HVAC contractor and inspected and approved by the City of Arlington Building Inspection Department.

17. PLUMBING

17:0 GENERAL REQUIREMENTS- All plumbing components, installation, and modifications which are required by the work write up or by the city plumbing code shall meet all the requirements of the codes and ordinances of the City of Arlington. All plumbing shall be safe and in good working condition with adequate supply of both cold and hot water.

17:1 BATHROOM ACCESSORIES- Each complete bathroom shall be provided with soap dish at bathtub, toilet paper holder at water closet, soap dish at lavatory (may be integral with lavatory), towel bar, mirror, shower curtain rod, and medicine cabinet or equivalent enclosed shelf space. Medicine cabinet may be of wood or metal, and recessed, 16” wide with 2 adjustable shelves and magnetic catch. Accessories shall be of heavy, durable, formed or cast metal, with chrome or anodized aluminum, rust and corrosion resistant finish. Grab bars designed for intended use shall be furnished for the handicapped.

17:2 STACKS (VENTS), WATER LINES- Existing stacks exposed at the exterior walls shall remain and be satisfactorily repaired. Stacks or plumbing vents for new construction shall be concealed within the walls using schedule 40 polyvinyl chloride pipe and fittings. All stacks and vents with acceptable flashing shall extend through and above the roof. New water supply lines must be type “L” copper, located inside wall cavities and pressure tested to 125 psi for 30 minutes. A dielectric fitting is required between piping of dissimilar metals. All water lines above grade and not inside an insulated cavity or ceiling/attic space will be freeze protected with ½” fiberglass insulation, sealed at joints. All installations shall meet the City of Arlington Plumbing Code.

17:3 SEPTIC TANK- Provided municipal sanitary sewer is available, septic tank must be removed. Removal shall be done in such a manner as to cause a minimum amount of damage to the surrounding structures and landscaping. A permitted liquid waste hauler with the City of Arlington must pump the septic tank and remove all liquid waste water. The liquid waste hauler must provide a trip ticket, a copy of which must be provided to HNS and the City of Arlington Environmental Services Department. After the tank has been emptied it should be crushed and filled to the ground level with fill materials less than 3” in diameter. The fill must be free of organic material and construction debris and be of such consistency and compaction to prevent subsequent settling. Provide necessary sanitary sewer and connections, with clean-out, for new yard lines.

17:4 WATER HEATER- New water heater shall be of capacity as called for in the work write-up with a minimum 6 year warranty. *Gas* water heaters shall include approved flue, T&P discharge line to outside structure, combustion air from outside (under house or attic), gas stop valve and flex water lines with a cold water gate valve. Install according to manufacturer’s recommendations and City of Arlington Plumbing Code. *Electric* water heaters shall including electrical connection, T&P discharge line to outside structure, and flex water lines with a cold water gate valve. Water heaters of appropriate additional storage capacity to compensate for low heating capacity are acceptable. Relocation of water heater required by inadequate clearance, location in areas prohibited by the property rehabilitation standards, etc., shall be re-installed in a location approved by the administering agency, in a serviceable condition with required vents and accessories as required by city codes and ordinances. Water heaters in confined areas must have openings for adequate combustion air.

Recovery rates vary with the type of fuel used. Generally, gas-fired water heaters have a higher recovery rate than electric water heaters. Low recovery rates can be compensated for by the provision of a larger storage capacity. As a general guide, the following sizing chart shall be used in determining the storage capacity of a water heater

Gas Water Heater	
30 gallon	3 to 4 people
40 gallon	4 to 5 people
50 gallon	5 or more people
Electric Water Heater	
30 gallon	2 to 3 people
40 gallon	3 to 4 people
50 gallon	4 to 5 people

17:5 TPR VALVES- Existing or new water heaters shall be equipped with self-closing temperature and pressure relief valve properly sized.

17:6 SINK, DOUBLE- Replace kitchen sink with stainless steel double basin sink, minimum 6” deep, 30” self rim unit including strainers and drain plugs, trap, continuous waste and escutcheons. Rim to be sealed to countertop with standard sealer.

17:7 SINK, SINGLE- For bathrooms, install 24W” x 18”D cultured marble vanity top with integral backsplash and sink. .

17:8 “P” TRAP- Shall be provided to meet City of Arlington Plumbing Code.

17:9 FAUCETS- Shall be new. Brand and type as specified in bid document. Faucets must be chrome plated brass and washerless. All fixtures shall be of the anti-scald type.

17:10 GAS METER, RELOCATE- Existing must be removed from under or within a structure. Locate equipment as required by city codes and ordinances.

17:11 TOILET- If existing is unusable, unsanitary, or not repairable, replace with new 2-piece, vitreous china, round rim toilet, complete with 1.6 gallon tank and lid, bowl, toilet seat, wax ring with sleeve, two flange bolts with caps, connected to a valved supply line. Existing fixture, if repaired, shall operate satisfactorily.

17:12 LAVATORY- Unless otherwise called for in the work write-up, replace lavatory base cabinet with a 24”Wx18”Dx31-1/2”H modular unit with veneer interior, solid wood face and door frames, single or double door. Lavatory top shall be 24W”x18”D cultured marble with integral backsplash and sink.

17:13 TUB AND/OR SHOWER- If existing is unusable, unsanitary, or not repairable, replace bathtub with an enameled steel tub , complete with lever operated pop up drain and trap overflow, water and waste connections, tub filler, shower flange, shower head and shower curtain rod. If shower only, replacement shower base to be 36” acrylic with fiberglass reinforcement, terraced side walls, front water dam, molded-in slip resistant floor pattern, center draining. Tub/shower wall surrounds shall be 4-1/4”x 4-1/4” glazed ceramic wall tile over 1/2” green rock or cement backer board; minimum 60” high on 3 sides, according to work write-up.

17:14 SANITARY SEWER LINE, NEW- Shall be installed with proper fall and with free flowing operation and with connection to municipal system. Repair existing sewer lines if not in reasonable operating condition and free flowing. Sewer drains and clean-outs from fixtures must be without leaks and in good repair.

17:15 WASHER/DRYER CONNECTIONS- New or replaced washer connections must be recessed mounted box in the wall with proper drain and vent piping, hot and cold water supply including valves. Dryer venting must be ducted through the exterior wall or to the exterior via a crawl space. All openings must be rodent and weatherproof.

17:16 LANDSCAPING/GRASS RELAY- All trench or ditch work will be properly leveled and graded. Replacement of any damaged landscaping or sod will be included in the cost for that project.

18. ELECTRICAL

18:0 GENERAL REQUIREMENTS- All fixtures, receptacles, equipment and wiring shall be maintained in a state of good repair, safe, capable of being used, and installed and connected to the source of electric power in accordance with the adopted electrical code of the City of Arlington Building Inspection Department. All existing and/or newly installed wiring both interior and exterior including switch legs shall be concealed within the wall. If this is not possible all interior wiring shall be placed in decorative metal raceways. One half inch or larger thin wall conduit is acceptable for wire encasement on exterior areas only.

- a) Rehabilitation of residential electrical systems must meet guideline requirements of the City of Arlington Building Inspection Department.
- b) The minimum capacity of the service supply and the main disconnect switch shall be sufficient to adequately carry the total load required in accordance with the electrical code of the City of Arlington Building Inspection Department. The minimum panel replacement size shall be 150 Amp
- c) Every habitable room shall contain, at a minimum, 2 separate and remote wall type electric convenience outlets. Habitable rooms over 120 SQ FT shall contain, at a minimum, 3 separate and remote wall type electrical convenience outlets. Temporary wiring, extension or zip cords shall not be used as permanent wiring.
- d) Every habitable room shall have at least one (1) ceiling or wall type electric light fixture, controlled by a wall switch, or a wall type grounded electric convenience outlet controlled by a remote switch.
- e) Every toilet room, bathroom, laundry, furnace room, and hallway shall contain at least one (1) supplied ceiling or wall type electric light fixture, controlled by a wall switch, and at least 1 wall type grounded electrical convenience outlet. Wall type convenience outlets used in bathrooms, kitchens, within 6' of a water source, or on the exterior of the structure, shall be of the GFCI type.
- f) All heavy duty appliances, i.e., window air conditioners, freezers, electric stoves, washers, electric dryers, microwaves, etc., shall be supplied with its own proper outlets on separate circuits, as applicable.
- g) All lighting fixtures installed on the exterior shall be UL approved suitable for exterior use.
- h) All broken or missing switch plates or receptacle plates shall be replaced.
- i) Supply light bulbs of the appropriate type for all fixtures.

18:1 SMOKE DETECTOR- All homes will have a hard wired smoke detector with battery back-up located adjacent to all sleeping areas. Install a UL approved, 120 volt AC,

dual chamber ionization smoke detector with 9-volt DC battery back-up (including battery) complete with rough wiring and outlet box if necessary. (See General Requirements 0:1(i))

18:2 CEILING FANS - Repair existing if feasible. If new, install a minimum 42", 5-blade, 3-speed reversible ceiling fan with light kit and bulbs unless otherwise stated in the work write-up.

18:3 OTHER FIXTURES- If indicated in the work write-up, install new or change out existing fixtures accordingly:

- a) Kitchen light- 48" surface mount (2) bulb fluorescent fixture with wrap around acrylic diffuser.
- b) Bathroom vanity- 3 light bar fixture with globe bulbs.
- c) Front/back porch- one bulb wall mount lantern style fixture.

19. DEMOLITION

19:0 GENERAL REQUIREMENTS FOR REMOVAL- Demolition of structures including accessory buildings, sheds, barns, garages, fences, etc. requires complete removal from the premises. Foundations of wood, masonry, concrete, etc. shall be removed to a minimum depth of 12" below existing grade. Floors of concrete or masonry shall be completely removed unless specifically outlined in the write-up as being used for patio, recreation area, etc. Burying of demolition debris on the site is not permitted.

19:1 SITE WORK, CLEAN UP- Site must be uniformly and adequately graded to prevent ponding of water. All materials, salvageable or otherwise, including rubbish, must be removed from the premises.
Demolition area must be raked clean.

20:0 ARCHITECTURAL BARRIER REMOVAL

20:1 RAMP INSTALLATION

Work shall comply with all applicable local codes and the provisions of the Americans with Disabilities Act (ADA).

The following specifications are intended to serve as general guidance. In all cases, local codes and the requirements of the ADA shall control design and construction. Material specifications may be exceeded in quality, strength and durability at the discretion of the contractor and written approval of the homeowner and the Rehab Office. These specifications, provisions of city code and ADA requirements are the minimum that will be allowed. It is the responsibility of the contractor to (1) acquire permits, (2) supply drawings and plans, and (3) pass all inspections required by the local governmental entity.

20:2 SLOPE AND RISE

The least possible slope shall be used for any ramp. The maximum slope of a ramp shall be 1:12. The maximum rise shall be 30 in.

20:3 CLEAR WIDTH

The minimum clear width of a ramp shall be 36 in.

20:4 LANDINGS

Ramps shall have level landings at **bottom and top** of each ramp and each ramp run. Landings shall have the following features:

- (1) The landing shall be at least as wide as the ramp run leading to it.
- (2) The landing length shall be a minimum of 60 in. clear.
- (3) If ramps change direction at landings, the minimum landing size shall be 60 in. by 60 in.
- (4) If a doorway is located at a landing, then the area in front of the doorway shall comply with the following:
 - (a) Outward swinging door
Width = 5'; Depth = 5'
 - (b) Inward swinging door
Width = 5' Depth = 3'
- (5) The ramp landing shall begin at a point level with the house entry door.
- (6) The ramp shall end at a smooth, seamless transition with adjacent surfaces. This shall be accomplished by cutting into existing surfaces, forming, reinforcing and pouring concrete to edge of ramp end point.

THE RAMP END LANDING MUST PROVIDE FOR EASY TRANSFER OF USER FROM LANDING TO A TRANSPORTATION VEHICLE.

20:5 HANDRAILS

If a ramp run has a rise greater than 6 in. or a horizontal projection greater than 72 in., then it shall have handrails on both sides. Handrails shall have the following features:

- (1) Handrails shall be provided along both sides of ramp segments. The inside handrail on switchback or dogleg ramps shall always be continuous.

- (2) If handrails are not continuous, they shall extend at least 12 in. beyond the top and bottom of the ramp segment and shall be parallel with the floor or ground surface.
- (3) The clear space between the handrail and the wall shall be 1-1/2 in.
- (4) Gripping surfaces shall be continuous.
- (5) Top of handrail gripping surfaces shall be mounted between 34 in. and 38 in. above ramp surfaces.
- (6) Ends of handrails shall be either rounded or returned smoothly to floor, wall, or post.
- (7) Handrails shall not rotate with their fittings.
- (8) Gripping surfaces shall be uninterrupted by newel posts, other construction elements, or obstructions.
- (9) The diameter of the gripping surfaces of a handrail or grab bar shall be 1-1/4" to 1-1/2" or the shape shall provide an equivalent gripping surface.

20:6 REMOVAL OF OBSTRUCTIONS

All barriers to proper ramp construction shall be removed and replaced (if necessary) including but not limited to:

- (1) Existing handrails and support posts
- (2) Existing driveway and sidewalk surfaces
- (3) Landscaping, trees, shrubs etc.
- (4) Existing ramps.

20:7 CROSS SLOPE AND SURFACES

The cross slope of ramp surfaces shall be no greater than 1:50. Ramp surfaces shall be slip resistant

20:7 MATERIALS As specified in the Bid Document

CUSTOMER SATISFACTION SURVEY

1. Name: _____

2. Address: _____

3. Date Project was Completed: _____

Please rate the following items on a scale of 1 to 5, with (1) being dissatisfied/unhappy with services received, and (5) being very satisfied with housing rehabilitation services received.

A. Quality of Construction Workmanship	1	2	3	4	5
B. Quality of Materials Used in Construction	1	2	3	4	5
C. Professionalism / Courtesy of General Contractor	1	2	3	4	5
D. Professionalism / Courtesy of Sub-Contractors	1	2	3	4	5
E. Professionalism / Assistance Provided by City Staff	1	2	3	4	5
F. Length of Time Contractor took to Complete Work	1	2	3	4	5
G. Overall Satisfaction with Housing Rehab Program	1	2	3	4	5

Please describe any specific concerns or recommendations regarding the program below. Use the back of the page as necessary. Thank you for your time and input.

Community Services

Attn: David Zappasodi, Assistant Director – CDP
501 W. Sanford, Ste. 20
Arlington, Texas 76011-7092

Appendix F

Date: _____

I, _____, (full name) owner of the property located at _____, (address) Arlington, Texas, 760____, as applicant for Housing Rehabilitation Assistance from the City of Arlington's Housing Rehabilitation Program, have read the City's Policies and Procedures regarding this program and have reviewed the sections entitled "Rights and Responsibilities" and "Grievance Procedures." I understand and acknowledge these policies and agree to adhere to these procedures in resolving any differences or disputes which may arise during the course of and upon completion of rehabilitation work on the above-listed property.

Signed:

Homeowner(s)

CRIMINAL BACKGROUND CHECK FOR CONTRACTORS

These guidelines describe the process by which the City of Arlington, Owner Occupied Rehabilitation Program determines whether a criminal conviction renders a contractor applicant an unsuitable candidate for the ability to bid, or receive contracts or whether a conviction warrants revocation or suspension of a the ability to bid, or receive contracts previously granted.

City of Arlington Community Development and Planning personnel will complete a criminal background check on each original contractor application and each renewal application filed. Applicants/contractors that are a corporation will have criminal background checks on the president/executive director and senior staff responsible for the contact with the homeowner. Applicant/contractors that have a State of Texas issued licenses (Electrician, Plumbing, Air-conditioning and Refrigeration) will not require a criminal background check complete by the City of Arlington. The Texas Department of Licensing and Regulation completes this function during the application and renewal of such licenses. If the application or the criminal background check reveals a conviction for **crimes involving fraud, bribery or deceptive trade practices, crimes involving prohibited sexual conduct or involving children as victims, crimes against property such as theft or burglary, and crimes against the person such as homicide, kidnapping and assault**, the contractor may be denied the opportunity to participate in the Housing Rehabilitation program. A letter of proposed denial is then mailed to the Contractor. The letter will clearly identify the reasons for the denial, cite the authority for the denial, and advise the contractor that a hearing before the Assistant Director of Community Development and Planning or his designee (Hearing Officer) may be requested to challenge the proposed denial. The determination of the Hearing Officer will be final.

For individuals who are already approved and a subsequent criminal check (annually) discovers a criminal conviction, the process is the same as that described above.

Responsibilities of the Applicant

The applicant/contractor has the responsibility, to the extent possible, to obtain and provide to the City of Arlington the recommendations of the prosecution, law enforcement, and correctional authorities as described below. The applicant/contractor has the further obligation to furnish proof in the form required by the City of Arlington that the applicant/contractor has:

1. maintained a record of steady employment;
2. supported the applicant's dependents;
3. maintained a record of good conduct; and

4. paid all outstanding court costs, supervision fees, fines, and restitution ordered in any criminal case in which the applicant has been convicted.

General Factors

In determining whether a criminal conviction should be grounds to deny an applicant/contractor, the following factors are considered in all cases:

1. the nature and seriousness of the crime;
2. the relationship of the crime to the purposes of the program;
3. the extent to which a applicant/contractor might offer an opportunity to engage in further criminal activity of the same type as that in which the applicant previously had been involved; and
4. the relationship of the crime to the ability, capacity, or fitness required to perform the duties and discharge the responsibilities of the occupation.

In determining the fitness to perform the duties and discharge the responsibilities of the occupation of a person who has been convicted of a crime, the City of Arlington will also consider the following:

1. the extent and nature of the person's past criminal activity;
2. the age of the person when the crime was committed;
3. the amount of time that has elapsed since the person's last criminal activity;
4. the conduct and work activity of the person before and after the criminal activity;
5. evidence of the person's rehabilitation or rehabilitative effort while incarcerated or after release; and
6. other evidence of the person's fitness, including letters of recommendation from:
 - (A) Prosecutors and law enforcement and correctional officers who prosecuted, arrested, or had custodial responsibility for the person;
 - (B) The sheriff or chief of police in the community where the person resides; and
 - (C) Any other person in contact with the convicted person.

Sub-Contractors and Employees

Applicants/contractors are accountable for all personnel that are employed by them either directly or indirectly. It is recommended that applicants/contractors complete criminal background checks on employee's and sub-contractors.