

**HUD LEAD-BASED PAINT REGULATION
IMPLEMENTATION FOR REHABILITATION PROGRAMS
THE MODEL DOCUMENT SET**

Having the proper documents will help facilitate implementation of the requirements under the new lead regulation. These model documents have been created by the National Center for Lead Safe Housing to assist CDBG and HOME grantees, community development corporations, rehab specialists and other housing rehabilitation professionals in implementing the requirements of the new HUD Lead-Based Paint Regulation. The documents include commonly used policy statements, contract language, forms and checklists that have been amended to include provisions that help satisfy the regulation requirements, and new documents that must be now used to meet new requirements.

The first document consists of a hypothetical list of all existing typical rehab documents, in the order that they might be required. The list is annotated to highlight the model documents that are provided here: existing documents with revisions to incorporate lead-based paint requirements are in *italic* print; documents which are newly required due to the lead-based paint requirements are in **bold** print.

The remaining 18 documents have been amended to show some sample program-specific information; for example some documents are labeled “OUR PROGRAM” at the top and have a generic address. These “placeholders” should be replaced with the correct details for the local agency, program, or contractor. By adopting these documents (or portions thereof), whether to revise current rehab documents or establish new ones, programs can advance the administrative transition needed to start implementing the new rules.

Users of the model documents are advised to determine whether they are suitable for their individual programs and to consult, as necessary, with legal counsel.

Ways to access the documents:

To view a printer-friendly version in your Internet browser, left-click on **View**

To open in Microsoft Word, left-click on **Download**

To download a document by saving it to your computer in order to modify it in a word processing program other than Word, right-click on **Download**, choose “Save As” in the menu provided, and save the document to a local directory, adding the correct file extension to the file name (such as .wpd for Word Perfect).

Model documents found in this module include:

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MODEL DOCUMENT #1:

LIST OF TYPICAL DOCUMENTS USED BY REHAB PROGRAMS

(INCORPORATES CHANGES TO IMPLEMENT
THE NEW HUD LEAD-BASED PAINT REGULATION REQUIREMENTS)

(Revised documents are italicized, Additional documents are bolded)

STAGE 1 PROGRAM PLANNING

1. Sample Housing Survey Form
2. Short Form Housing Survey
3. Loan Committee Policies

STAGE 2 REHAB PROGRAM SET-UP

1. Typical Program Construction Standards
 - A. Housing Quality Standards
 - B. *Rehab Standards for Single-Family Structures*
2. Inspection Checklist Items
3. Contractor Application Tracking Sheet
4. Model Contractor Classification System
5. Contractor Cover Letter
6. *Contractor's Handbook*
7. Contractor Profile
8. Suggested Questions for Interviewing Contractors
9. Suggested Questionnaire for Interviewing Contractor's Past Customers
10. Questionnaire – Contractor's Banking References
11. Questionnaire for Contractor's Supplier (Products) References
12. Suggested Form for the Field Inspection of Contractor's Work
13. Example - Contractor Registry
14. Owner/Agency Agreements
 - A. *Owner's Service Agreement (short form)*
 - B. Homeowner Service Agreement
 - C. Agreement Between Owner and Agency
15. *Owner/Contractor Agreement*
16. *General Conditions of Owner-Contractor Agreement*
17. Owner Self Help Performance Agreement
18. *Job File Index*

STAGE 3 CLIENT INTAKE

1. *Owner's Manual*
2. Example Loan Application Packet

3. Request for Code Inspection
4. *Feasibility Worksheet*
5. *EPA Pamphlet*

STAGE 4 SPECIFICATION AND FEASIBILITY

1. Environmental Field Notes Checklist
2. Historic Assessment
3. *Example – Lead Testing Chain of Custody*
- 4a. Example – Risk Assessment Report**
4. Sample Computer Reports
 - A. Housing Developer Pro
 - B. ABC Specs
5. Special Procedures Request
- 6a. Sample Single Family Lead Hazard Evaluation Notice**
- 6b. Sample Single Family Lead Hazard Presumption Notice**
- 6c. Lead Requirement Worksheet**
6. Work Write-Up Transmittal Letters
 - A.
 - B.
7. Owner’s Approval of Work Write-Up
 - A.
 - B.

STAGE 5 BIDDING AND CONTRACTS

1. Invitation to Bid Packet
 - A. Instructions to Bidders
 - B. Bid Proposal Form
 - C. No Bid Intention
2. Pre-Bid Inspection (optional)
3. Example - Addenda to Work Write-Up
4. Bid Comparison Results
5. Certification of Bid/Proposal
6. Subcontractor & Supplier Listing
7. Owner’s Selection Worksheet
- 7a. Relocation Plan & Agreement**
8. Construction Loan Escrow Agreement
9. Construction Loan Contingency Escrow Agreement
- 10. Pre-Construction Conference Checklist*
11. Construction Roles Agreement
12. Required Progress Inspections
13. Rehab Job Schedule

STAGE 6 CONSTRUCTION MONITORING

1. Notice to Proceed
2. Progress Meeting Checklist
3. HDP Milestone Example
4. Draw Instructions
5. Request for Payment
6. Example - Draw History
 - A. Housing Developer Pro
 - B. ABC Specs
7. Waiver of Lien to Date and Contractor's Affidavit
8. Sworn Statement (optional)
9. Subcontractor's Waiver of Lien to Date and Affidavit (optional)
10. Partial Inspection & Payout Order
11. Example - Field Proposal
12. Example - Change Order
 - A. Housing Developer Pro
 - B. ABC Specs
13. Final Payment Checklist
14. Contractor's Pre-Inspection Punch List
15. Final Inspection Checklist
- 15a. Clearance Inspection Report**
- 15b. Re-occupancy Authorization**
16. Owner's Punch List
17. Certificate of Completion and Homeowner's Final Approval of work
18. Combined Application for Final Payment & Release of Liens & Warranty
19. Final Release of Liens
- 19a. Sample Notice of Lead Hazard Reduction**
20. Payment Release Directive
21. General Warranty
22. Roof Warranty

STAGE 7 WARRANTY AND EVALUATION

1. Homeowner Evaluation of Job
2. Contractor Evaluation by Rehab Specialist
 - A.
 - B.
3. Homeowner Evaluation of Contractor
4. Project Evaluation by Rehab Staff
5. Warranty Inspection Checklist
6. Warranty Punch List

MODEL DOCUMENT #2:

REHAB STANDARDS FOR SINGLE-FAMILY STRUCTURES

(Incorporates changes to implement the new HUD Lead-Based Paint Regulation)

I. INTRODUCTION

A. MISSION AND HOUSING VALUES

Our Program's mission is "to eliminate neighborhood blight through renovation and demolition while providing lower income families with safe, secure and affordable homes."

The order of values that flow from this mission for this program are as follows:

- Performance and durability;
- Historically sensitive exteriors;
- Economic life cycle costs;
- Affordable operating costs;
- Balanced initial costs; and
- *Lead-Safe homes.*

B. APPLICABLE LAWS AND REGULATIONS

Our Program intends to construct and maintain homes in full compliance with the following statutory and regulatory requirements:

- Building Code: BOCA existing structures code 1994 edition
- Housing Code: The local housing code.
- Federal Housing Code: Housing Quality Standards.
- Life Safety Code: Life Safety Code
- HUD Lead-Based Paint Regulation (24 CFR Part 35)

Our Program shall seek guidance and strive to conform to the following codes if financial resources are available for a specific project:

- Energy: Model Energy Code.
- Accessibility: ANSI standards for handicapped accessibility.
- HAZMAT: HUD) Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing.
- Building Code: International Building Code 1-4 Unit Dwelling Code
- Exceptions: On a case-by-case basis deviations from the minimum requirements of this standard will be permitted with approval of the appropriate local agency.

II. SITE IMPROVEMENTS

SOIL TREATMENTS FOR LEAD HAZARDS

Repair Standard: Interim standards – 1 year – will require monitoring to ensure continued effective control methods. Replacement – 20 years.

Play Areas: Bare soil play areas shall be tested for lead content. Any bare soil over 400 PPM in lead shall be covered with a reinforced landscape cloth and impermanent surface covering e.g. gravel, bark, sod, or artificial turf containing not more than 200 PPM. Loose impermanent covering such as bark or gravel shall be applied in a thickness of not less than 6 inches.

Other Bare Soil: Bare soil outside of play areas shall be tested for lead content. Any bare soil over 2000 PPM in lead and totaling more than 9 square feet per property shall be covered with a reinforced landscape cloth or other impermanent surface covering containing not more than 200 PPM in lead, an interim control measure which prevents children's access to the bare soil.

NOTE: Soil lead levels above 5000 PPM require abatement.

TREES

Repair Standard: Minimum Life: NA

Trees that are too close to the structure or threaten the structure shall be trimmed or removed.

Replacement Standard: NA

No landscaping is permitted.

OUTBUILDINGS

Repair Standard: Minimum Life: 1 year

Unsafe and blighted structures, including outbuildings, sheds, garages and barns, will be removed if it is not financially feasible to complete the repairs required to make them structurally sound and leak free with lead hazards stabilized.

Replacement Standard: NA

No replacement of outbuildings is allowed.

PAVING AND WALKS

Repair Standard: Minimum Life: 5 years

Badly deteriorated, essential paving, such as front sidewalks, will be repaired to match. Non-essential deteriorated paving such as sidewalks that are unnecessary, will be removed and appropriately landscaped.

Replacement Standard:

Essential walks and drives shall be replaced with concrete.

III. EXTERIOR SURFACES

EXTERIOR LEAD HAZARDS

Repair Standard: All exterior paint shall be stabilized using lead-safe practices

Replacement Standard: Leaded components shall be replaced or the paint removed to create a lead-free exterior.

EXTERIOR STEPS AND DECKS

Repair Standard: Minimum Life: 5 years

Steps, stairways, and porch decks will be structurally sound, reasonably level, with smooth and even surfaces.

Replacements Standard: 20 years

New steps and stairways shall be constructed of preservative treated lumber in conformance with the CAB code. Porch decks shall be replaced with tongue and groove pine.

EXTERIOR RAILINGS

Repair Standard: Minimum Life: 5 Years

Handrails will be present on one side of all interior and exterior steps or stairways with more than two risers, and around porches or platforms over 30" above ground level. Railing repairs will be historically sensitive.

Replacement Standard: Minimum Life: 10 Years

Railings shall be wrought iron or preservative treated lumber.

EXTERIOR CLADDING

Repair Standard: Minimum Life: 10 Years

Siding and trim will be intact and weatherproof. All exterior wood components will have a

minimum of two continuous coats of paint, and no exterior painted surface will have any deteriorated paint.

Replacement Standard: Minimum Life: 20 Years

Historically sensitive vinyl siding over house wrap.

EXTERIOR PORCHES

Repair Standard: Minimum Life: 10 Years

Unsafe or unsightly porches will be repaired to conform closely to historically accurate porches in the neighborhood.

Porch repairs will be structurally sound, with smooth and even decking surfaces.

Replacement Standard: Minimum Life: 10 Years

Deteriorated porches shall be rebuilt with preservative treated structural lumber and tongue and groove pine decks.

EXTERIOR HARDWARE

Repair Standard: NA Minimum Life: 10 Years

Replacement Standard:

Every dwelling unit will have a mailbox, or mail slot, and minimum 3" high address numbers at the front door.

IV. FOUNDATIONS AND STRUCTURE

FOUNDATIONS

Repair Standard: Minimum Life: 20±Years

Foundations will be sound, reasonably level, and free from movement.

Replacement Standard: NA

STRUCTURAL WALLS

Repair Standard: Minimum Life: 15 Years

Structural framing and masonry shall be free from visible deterioration, rot, or serious termite damage. be adequately size for current loads. Prior to rehab, all sagging floor joists or rafters

will be visually inspected, and significant structural damage and its cause will be corrected.

Replacement Standard: NA

FIREWALLS

Repair Standard: Minimum Life: 5 Years

Party walls shall be maintained without cracks and plaster deterioration and covered with 5/8" type X gypsum, glued and screwed to studs.

Replacement Standard Minimum Life: 10 Years

When frame walls and floors adjoining other dwellings are gutted, new wall finish installations will conform to local requirements for fire ratings.

V. WINDOWS AND DOORS

EXTERIOR DOORS

Repair Standard: Minimum Life: 10 Years

Doors shall be solid, weather striped, operate smoothly, including a peep site, a dead bolt, and an entrance lock set.

Replacement Standard: Minimum Life: 10 Years

All replacement doors at the front of the property will be historically sensitive. Steel six panel doors may be installed at entrances not visible from the front street. Dead bolt locks will be installed on all doors.

WINDOWS

Repair Standard: Minimum Life: 10 Years

All single glazed windows shall be covered by a storm sash in which the meeting rail matches up with the prime window. Operable windows shall have a locking device and mechanism to remain partially open.

Dilapidated lead-containing windows should be replaced whenever the budget allows.

Replacement Standard:

Double-glazed, double or single hung. PVC, low E, one over one, with historically sensitive snap-in grids and a minimum R-value 2.

WINDOW REPLACEMENT

Repair Standard: NA

Replacement Standard: Minimum Life: 20 Years

Bedrooms, kitchens and baths shall have one operable window with a screen.

INTERIOR DOORS/PLACEMENT

Repair Standard: Minimum Life: 10 Years

All bedrooms, baths and closets shall have well operating doors.

Replacement Standard: Minimum Life: 10 Years

Hollow core, pressed wood product with brass plated bedroom lockset.

VI. ROOFING

PITCHED ROOFS

Repair Standard: Minimum Life: 10 Years

Missing and leaking shingles and flashing shall be repaired on otherwise functional roofs. Slate roofs shall be repaired when at all possible. Antennae shall be removed.

Replacement Standard: Minimum Life: 25 Years

Fiberglass asphalt, 3 tab, class A shingles weighing at least 200 and up to 240 lbs. with a prorated 25 year warranty with; continuous ridge vent.

FLAT AND LOW SLOPE ROOFING

Repair Standard: Minimum Life: 10 Years

Built-up roofing, flashing and accessories shall be repaired wherever a 5-year leak free warranty is available from a certified roofing company.

Replacement Standard: Minimum Life: 20 Years

Fully adhered EPDM over 1/2" insulation board.

VII. INSULATION AND VENTILATION

INSULATION

Repair Standard: NA

Replacement Standard: Minimum Life: 15 Years

Attic areas and crawl space will be insulated. The goal for attic insulation is R38, and for crawl spaces R 19. Frame walls will be insulated if the wall finish is removed. Plastic vapor barriers will be placed over bare soil in crawl spaces.

ATTIC VENTILATION

Repair Standard: NA

Replacement Standard: Minimum life: 20 Years

Attics will be ventilated with a minimum of 1 square foot of free vent for each 300 square feet of roof area.

KITCHEN VENTILATION

Repair Standard: NA

Replacement Standard: Minimum Life: 5 Years

Range hoods or exhaust fans shall be exterior ducted stet with less than 20 somes and at least 120 (TM).

BATH VENTILATION

Repair Standard: NA

Replacement Standard: Minimum Life: 5 Years

Exterior ducted 70 CFM. 20 somes with separate switch in all full baths.

VIII. INTERIOR STANDARDS

LEAD-CONTAINING COMPONENTS

Repair Standard: Lead-containing walls, trim, doors and cabinets must have any deteriorated paint stabilized using lead-safe measures. As an alternative, a liquid encapsulant can be applied on such components when the surface is deemed suitable for such coatings.

Replacement Standard: At the owner's request, when funding is sufficient, lead-containing walls, trim, doors and cabinets identified during a lead-paint inspection can be replaced or enclosed as appropriate.

FLOORING

Repair Standard: Minimum Life: 3 Years

Bathroom and kitchen floors shall be rendered smooth and cleanable using polyurethane or by being covered with water-resistant vinyl flooring or smooth and cleanable. Damaged wood floors will be repaired.

Basement floors shall be continuous concrete.

Replacement Standard: Minimum Life: 6 Years

Baths shall receive vinyl sheet goods over plywood underlayment. Kitchens shall be vinyl composition tile over plywood underlayment. New basement slabs shall be at least 3" thick and a 6-mil vapor barrier.

CLOSETS

Repair Standard: Minimum Life: 5 Years

All bedrooms shall have closets with a door, clothes rod, and shelf.

Replacement Standard: Minimum Life: 15 Years

All bedrooms shall have 4' long by 2' wide closets with bi-fold door and wire shelf.

INTERIOR WALLS AND CEILINGS

Repair Standard: Minimum Life: 5 Years

All holes and cracks shall be repaired to create a continuous surface and any deteriorated paint should be stabilized using lead-safe measures.

Replacement Standard: Minimum Life: 10 Years

Walls shall be plumb, ceiling level with a smooth finish on at least 1/2" gypsum.

Additional Reference: American Gypsum Association

HAZMAT

Repair Standard: Minimum Life: NA

Asbestos and lead paint hazards, when identified, shall be addressed in conformance with applicable local, state, and federal laws. Rehabilitated properties shall be cleaned to pass a Lead Dust clearance test to the levels prescribed by HUD regulations.

IX. ELECTRIC

SERVICE

Repair Standard: Minimum Life: 10 Years

Main distribution panels shall have a main disconnect, at least 7 circuits, a 100 amp minimum capacity and be adequate to safely supply power to all existing and proposed electrical devices.

Replacement Standard: Minimum Life: 15 Years

150 amp, main disconnect panel with at least 16 circuit breaker positions.

EXTERIOR ELECTRIC

Repair Standard: Minimum Life: 7 Years

All entrances will be well lighted and either switched at the interior side of the door, or the light will be controlled by a photoelectric cell. Motion actuated security lighting will be installed at the rear and sides of properties where it will increase safety. All dwelling units will have at least one exterior, GFCI protected, electrical receptacle.

Replacement Standard: NA

INTERIOR ELECTRIC DISTRIBUTION

Repair Standard: Minimum Life: 7 Years

Exposed knob and tube shall be replaced. Every room will have a minimum of two duplex receptacles, placed on separate walls and one light fixture or receptacle switched at each room entrance. Where the source wiring circuit is accessible (i.e. first floor above basements, in gutted rooms, etc.), receptacles will be grounded. All switch, receptacle, and junction boxes shall have appropriate cover plates. Wiring shall be free from hazard and all circuits shall be properly protected at the panel. Floor receptacles shall be removed and a metal cover plate installed.

Replacement Standard: Minimum Life: 15 Years

When a room's wall finishes are removed it shall be rewired to the latest version of the National Electric Code.

GROUND FAULT CIRCUITS

Repair Standard: NA Minimum Life: 5 Years

Replacement Standard:

Basement and kitchen receptacles within 6 feet of a sink, all bath receptacles and at least one exterior receptacle shall be protected by a GFCI.

KITCHEN ELECTRIC DISTRIBUTION

Repair Standard: NA Minimum Life: 7 years

Replacement Standard:

Permanently installed stoves, refrigerators, freezers, dishwashers and disposals, washers and dryers shall have separate circuits sized to NEC. Two separate 20-amp counter circuits are required with each kitchen area.

STAIRWELL LIGHTING

Repair Standard: NA Minimum Life: 7 Years

Replacement Standard:

All common halls and stairways between living space must be well lighted with a fixture controlled by 3 way switches at both ends of the hall or stairway.

ALARMS

Repair Standard: NA Minimum Life: NA

Replacement Standard: Minimum Life: 5 Years

Directly wired fire and smoke detectors shall be installed on all sleeping floors.

X. PLUMBING SYSTEM

WATER SUPPLY

Repair Standard: Minimum Life: 5 Years

All fixtures must be: supplied with 3-gallons/minute water flow.

Replacement Standard: Minimum Life: 20 Years

All inoperable or leaky main shut off valves shall be replaced. Lead pipe and exposed

galvanized pipe shall be replaced with copper pipe.

DRAIN, WASTE, VENT LINES

Repair Standard: Minimum Life: 15 Years

Waste and vent lines must function without losing the trap seal.

Replacement Standard: Minimum Life: 20 Years

PVC replacement lines shall be installed in accordance with the most recently approved version of the mechanical code.

PLUMBING MINIMUM EQUIPMENT

Repair Standard: Minimum Life: 7 Years

Every dwelling unit shall have a minimum of one single bowl sink with hot and cold running water in the kitchen and at le one bathroom containing a vanity with a sink, and a shower/tub unit, both with hot and cold running water, and a toilet. Replacement Standard: Minimum Life: 20 Years

Additional References:

Local housing code.

PLUMBING FIXTURES

Repair Standard: Minimum Life: 7 Years

All fixtures and faucets shall have all working components replaced.

Replacement Standard: Minimum Life: 20 Years

Single lever, metal faucets and shower diverters with 15-year drip-free warranty. Ceramic toilets, double bowl stainless steel sinks, fiberglass tub surrounds and steel enameled 5' tubs.

WATER HEATERS

Repair Standard: Minimum Life: 5 Years

Each dwelling unit shall have a gas fired water heater. The minimum capacity for units with two bedrooms or less shall be 30 gallons; larger units shall have a minimum capacity of 40 gallons. Insulation jackets shall be present unless the installation poses a safer concern. Water heaters shall have pressure relief valves with drip legs that extend to within one foot of the floor. Expansion tanks will be included with the installation of new water heaters.

Replacement Standard: Minimum Life: 8 Years

High efficiency, pilot less, gas fired water heaters with at least R-7 insulation and an 8-year replacement warranty.

XI. HVAC

HEATING PLANT

Repair Standard: Minimum Life: 10 Years

Inoperative, hazardous or inefficient (less than 60% AFUE) heating plants shall be repaired and altered to perform at least 75% efficiency. Setback thermostats are required.

Replacement Standard: Minimum Life: 20 Years

Gas and oil fired plants shall be rated at 85% AFUE or better. Heat pumps shall be rated at 12 SEER or better. Setback thermostats are required.

DISTRIBUTION SYSTEM

Repair Standard: Minimum Life: 10 Years

Duct work and radiator piping shall be well supported, insulated in unconditioned space and adequate to maintain 68° F measured 36" off the floor when the outside temperature is -5°F, (the average yearly minimum) in all habitable and essential rooms.

Replacement Standard: Minimum Life: 20 Years

All ductwork shall be insulated to R-4, seams sealed and run in concealed space.

CHIMNEY REPAIR

Repair Standard: Minimum Life: 15 Years

Unsound chimneys shall be repaired or removed. When chimneys are to be used to combustion ventilation, they shall be relined.

Replacement Standard: Minimum Life: 20 Years

Fireplace flues may not be reconstructed in this program. Replacement furnace flues shall be metal double or triple walled recommended by the furnace manufacturer.

AIR CONDITIONING

Repair Standard: Minimum Life: 3 Years

Air conditioning is beyond the scope of this program except in cases of documented medical need for cooling and/or preventative filtration.

The following parties agree that this standard meets all applicable local and state ordinances and laws, and provides adequate protection against health and safety hazards.

Housing Code Office _____

Health Department _____

Plumbing Inspection Dept. _____

Dept. of Community & Economic Development _____

Community Organization _____

Our Program _____

Model Document #3

REHAB CONTRACTOR'S HANDBOOK

OUR PROGRAM
ADDRESS
CITY, STATE, ZIP

ISSUED: _____, 2000

OUR PROGRAM
HOME IMPROVEMENT PROGRAM
CONTRACTOR'S HANDBOOK

FORWARD

Thank you for your interest in becoming one of our pre-qualified rehab contractors. Our Program depends upon the skills and attitudes of our contractor partners for its continued success.

The purpose of this Document is to:

1. Describe the procedures to be used while working on properties financed by Our Program's Home Improvement Program.
2. Provide helpful information and familiarity with the forms, which are used in the Program.

All holders of this Handbook are expected to familiarize themselves with the HUD *Guidelines* and to follow the procedures, instructions and standards contained which will lead to high quality work and efficient operation.

When new procedures are developed and changes are made to current procedures, copies will be issued for inclusion in the Handbook to all contractors on our bidder's list.

If you have any questions concerning our procedures, please contact Our Program at 123-123-1234.

Chairman of Board
Our Program

**OUR PROGRAM
STREET
CITY, STATE, ZIP
PHONE NUMBER**

REHAB CONTRACTOR'S HANDBOOK

Contents

1. Organizational Chart
2. Requirements to Enter Contractor's Registry
3. Standard Procedures
4. Contracting Norms
5. Bidders List Standard
6. Disbarment Policies
7. Contractor's Acceptance

OUR PROGRAM ORGANIZATIONAL CHART

PHONE NUMBER

CHAIRPERSON _____

BOARD MEMBERS

EXECUTIVE DIRECTOR _____

REHAB MANAGER _____

REHAB SPECIALIST _____

LOAN PROCESSOR _____

ADMINISTRATIVE ASSISTANT _____

GENERAL INFORMATION & CONTRACTOR REQUIREMENTS

I. REQUIREMENTS TO ENTER REHAB CONTRACTOR REGISTRY

A. Basic Requirements

To be eligible for participation in Our Program’s Rehabilitation Programs, a General Contractor must:

Submit a Contractor’s Profile Form which provides information regarding company structure, financial ability to undertake a project, name of insurance carrier(s) for commercial General Liability, Auto and Workers Compensation coverages, names of principle suppliers/subcontractors, work specialties, and work references.

Possess “tools of the trade” which include basic contracting tools, and vehicle for transporting materials, tools and accessing the property.

Have an acceptable past performance record.

B. Insurance Requirements

To participate in Our Program, General Contractors must provide a Certificate of Insurance from their insurance carrier, with an minimum cancellation notification provision of ten days, certifying the insured is the General Contracting firm, which has insurance in force with at least the following types and minimum amounts of coverage:

<u>Type of Coverage</u>	<u>Bodily Injury</u>	<u>Property Damage</u>
Commercial General Liability, to include <ul style="list-style-type: none"> •Manufacturer’s & Contractors (Including coverage for SCU hazards •Independent Contractors •Products/Completed Operations •Contractual Liability 	\$1,000,000 ea occurrence \$1,000,000 aggregate	\$1,000,000 ea occurrence \$1,000,000 aggregate
Auto - owned, hired or leased	\$1,000,000 ea person \$1,000,000 ea occurrence	\$300,000 ea occurrence
Worker’s Compensation	As required by law	

The Certificate of Insurance must be presented to this office prior to any contract award. Also, Our Program must be added to the Commercial General Liability coverage as an “additional insured” for this project.

**OUR PROGRAM
STREET ADDRESS
CITY, STATE, ZIP
PHONE**

C. Lead Hazard Reduction

All work performed on lead-containing surfaces must conform to lead-safe practices and be completed by workers who are either supervised by an EPA or state certified abatement supervisor or be performed by workers trained in lead-safe work practices, in accordance with HUD regulations (24 CFR 35.1330 (a)(4)). If work is primarily intended to permanently eliminate lead-based paint hazards or HUD requires abatement, the contractor must be an EPA or state certified abatement contractor and submit proof of their current state license.

D. Contractor Selection Process

Bids on rehabilitation projects will be requested from contractors upon invitation from the owner. The Rehabilitation Specialist will prepare a computer generated work write-up, which will be provided to the Homeowner as part of a bid package.

The bid package will include a list of contractors who have expressed an interest in bidding such projects, have performed acceptable work for Our Program within the last year, and have a current certificate of insurance on file. It is the Homeowner's responsibility to contact contractors of their choice, either from the contractors list or from any other source, and to negotiate a bid for the work necessary to correct the items on the deficiency list.

E. Contract Documents

1. Work Write-Up - This report was prepared by Our Program's Rehab Staff who inspected the property. It identifies mandatory work items that must be included in the General Contractor's proposal as well as other Homeowner requested improvements. The work is specified according to the priority schedule below:
 - a. Housing Quality Standards Violation;
 - b. *Lead Hazard Reduction*;
 - c. Energy Conservation/Cost Effective Energy Conservation Standards;
 - d. Incipient Violations; and
 - e. General Property Improvements.
2. Bid Proposal Form - Complete this form showing both the itemized and the total bid price for the work. The Rehab Specialist will review the Bid Proposals.
3. Program Rehab Standards - All work must conform to the program's minimum Property Rehabilitation Standards that are available from Our Program. The contractor's workmanship and performance are subject to evaluation and acceptance by both the Homeowner and Our Program's Project Manager. Failure to maintain an acceptable performance level will result in disbarment from future rehab work.

**OUR PROGRAM
STREET ADDRESS
CITY, STATE, ZIP
PHONE**

II. STANDARD PROCEDURES

A. Bidding

1. The General Contractor is ultimately responsible for the bid and its contents, which encompasses the entire project. This includes site familiarity, inspection and review of the work write-up items, measurements and quantities as well as those items listed by any subcontractor within the bid document.
2. Return the completed proposal to the Homeowner (Program) prior to the deadline established.
3. The Homeowner then accepts and submits the proposal to the Rehabilitation Specialist for review and approval. Approval will be granted if all work items are included, the work proposed conforms to the program specifications, will properly address the deficiencies, and the cost is reasonable. The Rehabilitation Specialist may contact the General Contractor on behalf of the Homeowner to explain revisions to the proposal that should be worked out between the General Contractor and the Homeowner.
4. Should you need any assistance, please feel free to contact the Rehabilitation Specialist assigned to the project.

B. Rehabilitation Contract

Once the loan has been approved and closed, this office will prepare the Rehabilitation Contract. The contract is between the Homeowner and the General Contractor and will be executed in triplicate by both the Homeowner and the General Contractor at a pre-construction conference. This conference will permit the Homeowner, General Contractor and Rehabilitation Specialist to review the work write-up and contract documents. In addition to the Rehabilitation Contract, the following documents will be reviewed at the pre-construction conference.

C. Colors & Materials Selection

The Owner's Selection Checklist supplements the contract documents. The purpose of this form is to list specific materials, colors, brand names or model number of fixtures or other equipment as chosen by the Homeowner that was not specified when the bid proposal was submitted.

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D. Relocation and Site Protection

Contracts that involve extensive lead hazard reduction may require relocation of the occupants and their belongings. Once the structure is turned over to the control of the contractor, the contractor shall remain fully responsible for all security on a 24 hour per day basis and is encouraged to supplement the existing security as is prudent and reasonable. While vacant structures are more efficient to rehabilitate, the relocation carries significant daily cost. The contractor must therefore use his/her utmost effort to complete the lead hazard reduction activities as indicated by a successful clearance examination within the allocated time period. The contractor shall be responsible for all direct additional relocation.

E. Order to Proceed

The Order to Proceed is issued by the Homeowner and authorizes the General Contractor to begin work. The form also indicates when work is to start and when it is to be completed. *A Notice to Proceed shall only be issued in jobs requiring lead hazard reduction after all custom ordered materials for example, window, doors, replacement cabinetry, have been staged either at the contractor's place of business or at the job site. This allows the offsite relocation period to be minimized and the construction time period to be accelerated.*

F. Permits

The General Contractor is responsible for obtaining a) all required permits prior to starting construction and b) any required Building Department inspection sign-off's during the rehabilitation.

G. Required Progress Inspection

The Homeowner is expected to monitor the day-to-day progress of the job. However, the Rehabilitation Specialist will require notification for certain critical inspections. The required notifications will be outlined on the Required Progress Inspection. Failure to contact the Rehabilitation Specialist for such an inspection may result in the General Contractor being deleted from the Contractor Registry.

H. Payment Procedures

When the General Contractor has progressed far enough on the job in accordance with the payout schedule in the Rehabilitation Contract, the Homeowner is to request a payment be made to the General Contractor. The Homeowner is to call the Rehabilitation Specialist to request a progress inspection. The Rehabilitation Specialist and the Homeowner must approve the request for payment and the Rehabilitation Administrator must authorize the payment.

All payments are serviced through a lending institution, which has been selected to

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participate in Our Program. Our Program will provide you with the Authorization for Payment with all of the correct information and signatures that must be presented to the lender. The General Contractor will take the Authorization for Payment to the lender who will be responsible for issuing the check payable directly to the payee listed on the Authorization for Payment.

It is the policy of Our Program to make payments to General Contractors on Fridays. This policy enables the staff to prepare the necessary paperwork, order funds if necessary, schedule inspections, etc., prior to the time the General Contractor wishes to receive the payment. The General Contractor should ask the Homeowner to schedule an appointment with Our Program's Project Manager for an inspection and subsequent payment request on the Monday or Tuesday preceding the Friday he/she wishes to receive payment.

Under both the Federal HOME funded programs and the Rental Rehabilitation Program, funds are transferred from the federal treasury in Washington, DC after authorization is approved and funds are ordered. Please be advised that payments for projects funded from these sources can take up to 20 days.

Prior to any payment authorization, Our Program will collect lien waivers or paid receipts from the General Contractor and all subcontractors and/or suppliers furnishing material for the items on the job of which payment is requested. Our Program will not provide "advance" money or authorize payment for items which are not completed or properly installed with the exception of "rough-in" installations of plumbing, electrical or mechanical systems.

I. Clearance Examinations

The contractor is responsible for cleaning the work sites with lead hazard reduction scopes of work. Cleaning includes removal of visible debris and dust by a HEPA vacuuming and wet cleaning as recommended in the HUD guidelines. Attaining clearance dust lead levels demonstrated, by laboratory analysis and reporting, that the work site has been cleaned of lead hazards to a level below the thresholds of 40 $\mu\text{g}/\text{ft}^2$ on floors; 250 $\mu\text{g}/\text{ft}^2$ on interior sills and 800 $\mu\text{g}/\text{ft}^2$ on exterior wells or troughs. The contractor is responsible for all additional cleaning operations required to attain the mandated clearance thresholds as well as any additional cost assessed by the clearance technician for repeated dust testing and laboratory fees.

J. Warranty

The Warranty which provides an outline of the General Contractor's obligations under the twelve month warranty for both workmanship and materials completed under the contract.

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III. CONTRACTING NORMS

A. Resolving Disputes

The construction contract is between the Homeowner and the General Contractor. Staff will clarify misunderstandings and negotiate disputes between the Homeowner and the General Contractor. If a problem cannot be resolved in the field, the contract requires mediation and then binding arbitration.

B. Disbarment

If the contractor fails to comply with the program requirements, or in the judgment of Our Program does not perform satisfactory work, he/she will be disqualified from the program and unable to secure a Rehabilitation Contract. The reasons for disqualification include, but are not limited to:

1. Failure to perform work in a workmanlike manner.
2. Failure to complete a contract or failure to make every attempt to fulfill the contractual obligations.
3. Failure to adhere to an established time schedule for work completion.
4. Failure to honor a bid.
5. Failure to maintain a professional working relationship with the client and Our Program.
6. Failure to comply with all the requirements of the Rehabilitation Contract and related documents.
7. Discrimination against, or denial of employment to, any individual in the performance of any rehabilitation contract on the grounds of race, color, national origin, age, sex, handicap, belief or political affiliation, in violation of Title V and VII of the Civil Rights Act (42 USC 2000d) and the Age Discrimination in Employment Act (29 USC 794).
8. Collusion between the homeowner, contractor or other party involving kickback or other mutual effort to fix a bid in violation of the Copeland Anti-Kickback Act (18 USC 874 as supplemented by 29 CFR Part 3).

C. Equal Opportunities

The contractor shall take affirmative action to ensure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising;

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layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor also agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability.

The contractor shall comply with the provisions of Federal Executive Order 11246 of 1965 as amended by Federal Executive Order 11375 of 1967 and the Equal Employment Opportunity Act of 1972. The contractor may be requested to furnish information and reports requested by The Program or the U.S. Department of Housing and Urban Development to ascertain compliance with such rules, regulations or requests, or with this non-discrimination clause.

D. Conflict of Interest

In order to avoid personal conflict of interest in awarding contracts or making purchases of property or service under this program:

1. No contract or procurement will be made with any organization in which any person in an administrative capacity may benefit unless specifically authorized by the Board of Directors in conformity with applicable federal, state and local laws.
2. No contract or procurement will be made to any organization in which an immediate family member of a person in an administrative capacity with our program may benefit unless authorized in writing to do so by the Board of Directors.
3. No employee or board official shall solicit or accept gratuities, favors or anything of monetary value from contractors, providers or potential sub-contractors.

E. Office Visits

Office hours are generally 8:00 a.m. to 5:00 p.m. Monday through Friday.

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BIDDERS LIST STANDARDS

INACTIVE BIDDERS LIST

A contractor shall be placed on the Inactive Bidders List as a result of the following:

1. Failure to comply with insurance requirements.
2. Failure to complete awarded jobs within the agreed to time span as stated in the contract.
3. Failure to make satisfactory progress towards completion of any contract in construction.
4. If the contractor fails to respond to three (3) consecutive Invitations to Bid by either not bidding or not notifying Our Program why he cannot bid.
5. By mutual agreement reached between the contractor and Our Program.

REMOVAL FROM BIDDERS LIST

1. If the contractor is on the Inactive Bidders list for a period in excess of 180 days.
2. If the contractor fails to complete in a workmanlike manner any specified work under any contract or, if the contractor violates any term or condition established by any Bureau of Code Enforcement and Rehabilitation policy or if the contractor breaches any of the terms or conditions of the Owner/Contractor Contract.
3. If the firm fails to conduct itself in an ethical, polite manner in their dealings with property owners, Our Program personnel or other contractors.

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CONTRACTOR DISBARMENT POLICIES

Policy:

Our Program Guidelines require that we finance work only with contractors who are qualified and reputable.

Purpose:

To establish rules for disbarment or sanctions against corporations, partnerships or other entities who do not fulfill their responsibilities to the homeowners or Our Program.

Authorized Sanctions:

The following is a list of sanctions that may be imposed based on reasonable cause.

1. Temporary denial - denial of participation or conditions for participation in specific program.
2. Suspension - immediate exclusion from participation based on adequate evidence of wrongdoing.
3. Debarment - exclusion from participation in programs for a period of time commensurate with the seriousness of the infraction.
4. Voluntary exclusion - voluntary exclusion by agreement with Our Program.

Typical Causes for Action:

Unapproved material substitution, unreasonable unexplained delays, unprofessional conduct on the part of the contractor or his employees.

Shoddy work, unsatisfied complaints, failure to follow program procedures, lack of liability insurance and acts or activities deemed unethical or unprofessional.

Discrimination, racial or sexist statements, offering bribes or kickbacks, drugs or alcohol use on job site.

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CONTRACTOR'S ACCEPTANCE

The undersigned contracting firm agrees in consideration for being placed upon the "Contractor's Registry," the firm will comply with the following conditions on all rehabilitation work performed on properties financed by Our Program:

1. To use only contract forms previously approved by Our Program.
2. If work performed by the contractor is found to be unsatisfactory by Our Program, or if contract relations between the contractor, homeowner and other parties are found to be unsatisfactory, Our Program may remove the firm's name from the "Contractor's Registry."
3. All work shall be performed in accordance with the Rehabilitation Standards of date, subject to such inspections as deemed necessary by Our Program.
4. Required insurance will be maintained.
5. Workmen's Compensation will be provided.
6. That the contractor will abide by Equal Opportunity provisions of the Civil Rights Act.

Firm Name

Authorized Signature

Title

Date

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**SUGGESTED FORM FOR THE FIELD INSPECTION
OF CONTRACTOR'S WORK**

Project: _____ Owner: _____

Role Of Contractor: _____

TIME: ____ On schedule ____ Ahead of schedule
____ Behind schedule Why? _____

BUDGET: ____ Over budget Why? _____

____ Under budget

QUALITY: Materials per specifications? (Circle) Yes No

Workmanship: (Check one) Acceptable _____ Substandard _____

ADMINISTRATION: (To Date) _____

Would you reuse this contractor? (Circle) Yes No

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MODEL DOCUMENT #4:

PROPERTY OWNER'S SERVICE AGREEMENT

I have applied for a loan or lending services from Our Program. If this loan is granted, I understand that Our Program will be inspecting my property, acting as Our Program's technical agent and loan monitor of the repair, rehabilitation or purchase of the property, which is located at _____.

Owner's Responsibilities

I understand that even though Our Program provides loans, it is my responsibility to approve specifications; review the bids and select a contractor (subject to Our Program approval), to sign the construction contracts and change orders, and to approve the loan payouts. I further understand that all loan funds will be held in a bank account by Our Program under a separate Escrow Agreement. Disbursement will be subject to my and Our Program's authorization, or a private lender's authorization.

I acknowledge that I have been advised that I should inspect the work as frequently as possible, and discuss with the contractor, or Our Program personnel any difficulties or poor workmanship observed. I understand that once materials are in place that cost of repair or replacement is substantial.

Occupant Protection and Temporary Relocation During Lead Hazard Reduction

In most jobs that require lead hazard reduction, our agency requires appropriate actions to be taken to protect occupants from lead-based paint hazards if the units will not be vacant during the rehab project. In those cases, occupants may not enter the worksite during the lead hazard reduction activities. Re-entry is permitted only after such activities are completed and the unit has passed a clearance examination. Occupants of the unit do not have to be relocated if: rehab work will not disturb lead-based paint or create lead-contaminated dust; hazard reduction activities can be completed within one 8 hour daytime period and the worksite is contained to prevent safety, health or environmental hazards; exterior-only work is being performed where the windows, doors, ventilation intakes and other openings near the worksite are sealed during hazard reduction activities and cleaned afterward, allowing for a lead-free entry to be maintained; hazard reduction activities will be completed within 5 calendar days and the work area is sealed, the area within 10 feet of the containment area is cleaned each day, occupants have safe access to sleeping areas, bathroom and kitchen facilities; and occupants are not permitted into the worksites until after clearance has been achieved.

If occupied units are to undergo more extensive lead hazard reduction activities, the occupants must be temporarily relocated. Most often, furniture and occupant belongings can be covered and sealed with protective plastic sheeting, although storage of major furniture and removal of all small furnishings during the hazardous materials reduction work may sometimes be necessary. The owners are responsible for carefully packing all breakables; removing all clothing from closets, etc. During the hazard reduction work, only workers trained in lead hazard reduction may enter the work site. This means that neither owners nor occupants are permitted to return to the work site during the day or at night. If you have special needs to re-enter the site, please contact your rehab specialist. Only when the unit has been cleaned to the federally- mandated standards and passed a clearance examination is it

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safe and permissible to return to your home. The rehab specialist will notify you with an Authorization for Re-Occupancy. Sometimes the jobs are completed in stages, with the lead hazard reduction work occurring first and the normal renovation work following. In these cases interim dust lead clearance must be obtained prior to re-occupancy by the owners or occupants and other non-lead related rehabilitation workers. Final lead dust clearance must be repeated following the rehabilitation work to verify that the residence is free of lead hazards. (Note: HUD has advised that relocation of elderly occupants is not typically required, so long as complete disclosure of the nature of the work is provided and informed consent of the elderly occupant(s) is obtained before commencement of the work.)

Our Program's Role

- A. I understand that Our Program will make no charge for technical products like the work write-up, but that I will pay charges normally associated with borrowing, such as interest, service charges, title costs, recording fees required by the lender.
- B. I understand that Our Program provides work-in-progress inspections to me for their protection. However, these services are not a guarantee of any type, and do not make Our Program responsible for the quality of the work, or responsible for any contractor or worker's performance.
- C. I understand that the staff of Our Program cannot be personally available for all inspections of each segment of the work performed on the construction site and that both Our Program and its employees, members, officers, and directors will reasonably rely on the competence and skill of each individual contractor as is normal in the course of such business negotiations, transactions, and execution of the contract.

Our Program's Emergency Authority

I authorize the staff of Our Program to issue emergency orders and/or instructions in the event that the Construction Specialist is available to observe the work in progress, and can anticipate that without authority to issue such instructions, work will be done which will substantially alter the intentions of the homeowner, injure the property or violate the specifications of the contract.

Upon the issuance of such orders or instructions, Our Program's Construction Specialist will contact the general contractor or subcontractor most directly responsible for the work in question and the homeowner as quickly as possible, and all parties will examine and approve or re-negotiate the work in question before the job proceeds.

General Provisions

- A. I further agree to hold harmless and indemnify Our Program and its employees, members, officers, and directors, in connection with acts performed by them which would reasonably be associated with consultation, technical advice, financial counseling, loan processing, property inspections, and other related activities.

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- B. I authorize the staff of Our Program to obtain or provide specific reports, such as personal credit reports, property title and tax searches, building code inspection reports, property appraisals, repair specifications, cost estimates, contractors bids (and such other reports which said staff deems necessary to perform its functions).

- C. Whenever the pronouns “I,” “my,” “we” are used in this agreement they shall mean “we,” “our,” and “us” respectively, if more than one owner signs below.

OWNER

OWNER

Client #: _____

OUR PROGRAM

Dated: _____

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MODEL DOCUMENT #5:

PROPERTY OWNER/REHAB CONTRACTOR AGREEMENT

THIS CONTRACT made this ____ day of _____, 200__, by and between ____ hereinafter called "Owner" and

_____ hereinafter called the "Contractor."

WITNESSETH:

That the Owner and the Contractor, for the considerations hereinafter named, mutually agree as follows:

**ARTICLE 1
CONTRACT DOCUMENTS**

The Contract Documents shall consist of the Construction Rehabilitation Contract, Conditions of the Contract (General, Supplementary and Other Conditions), Attached Sketches and Noted Photos, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after the execution of this Agreement; these form the Contract and are as fully a part of the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations and agreements, both written and oral.

In the event of a conflict among the Contract Documents, the Documents shall be interpreted according to the following priorities:

- | | |
|------------------|---|
| First Priority: | Manufacturer's Instructions |
| Second priority: | Construction/Rehabilitation Contract |
| Third Priority: | General Conditions of Contract, 2000 version |
| Fourth Priority: | Addenda to Specifications or Drawings (with later date having greater priority) |
| Fifth Priority: | Work Write-Up dated _____ |
| Sixth Priority: | Drawings (Plans) dated _____ |

**ARTICLE 2
SCOPE OF SERVICES**

The Contractor shall do all the work and provide all the materials, tools, machinery, supervision, etc., necessary for the rehabilitation of the property located at _____ all in accordance with the Work Write-Up which are attached hereto and expressly incorporated herein by reference and

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made a part hereof.

The contractor shall perform the entire rehabilitation of the residential structure as described in the contract documents except as indicated as follows to be the responsibility of others:

<u>Scope</u>	<u>Contractor</u>
_____	_____
_____	_____
_____	_____
_____	_____

**ARTICLE 3
TIME OF PERFORMANCE**

The services of the Contractor are to commence on _____, 200__ and shall be completed by _____, 200__. As time is of the essence, the Contractor will, if these services are not completed within this time period, be assessed the amount of \$175 (one hundred and seventy five dollars) for each day the work is not substantially completed after _____, 200__ unless an extension is granted by the Owner. Liquidated damages shall be deducted from the total amount of payment due the Contractor under this Contract.

**ARTICLE 4
CONTRACT PRICE**

In consideration of the terms and obligations of this Contract, the Owner agrees to pay the Contractor \$_____ Dollars.
The Contract Sum is based upon the following alternates, which are described in the Contract Documents and are hereby accepted by the Owner:

- #1 _____
- #2 _____
- #3 _____

**ARTICLE 5
PROGRESS PAYMENTS**

The Contractor agrees that the total contract price shall be paid in one or more progress payments based upon the value of the work satisfactorily completed at the time the progress payment is made. Such progress payments shall be disbursed on a monthly basis, after inspection and approval of the work by the Owner and Our Program, or its duly authorized representative, less a retainage of 10% of the price of the work completed. Prior to receiving any progress payment, the Contractor shall furnish the Owner with Application and Certificate for Payment Owed To Date, for the materials and labor procured under this Contract. Upon completion of the whole Contract and acceptance of the

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work by the Owner and Our Program, and compliance by the Contractor with all Contract terms, the amount due the Contractor shall be paid including any retainage. The Owner and Our Program shall approve a final disbursement of all amounts withheld from prior disbursements upon the completion of the construction of the Project as evidenced by the final approval by all code agencies and a field inspection by Our Program. Our Program and the Owner may withhold from such disbursement up to two hundred percent (200%) of any amounts required to complete the scheduled value of “punch list” items so-called, and seasonal work such as landscaping.

**ARTICLE 6
CONTRACTOR AFFIDAVIT**

Prior to each payment by the OWNER, the CONTRACTOR shall affirm in writing that there are no liens or claims filed against the CONTRACTOR or Owner related to materials, labor or services supplied on this or any other project in which the CONTRACTOR was or is currently involved. No payment shall be made to the Contractor if a lien has been filed with respect to the work, which is the subject of this Contract.

Final payment shall be made within fourteen (14) days after the request for payment by the CONTRACTOR, provided that the Work of the Contract be then satisfactorily performed, subject to the provisions of the Contract Documents, and further subject to receipt by the OWNER of the same Affirmation relative to existing liens or claims against the CONTRACTOR as set forth above. Upon such final payment, the CONTRACTOR shall provide to the OWNER a Final Release of Lien stating that the CONTRACTOR has no further claims or liens against the Owner for materials or labor supplied under this Agreement.

**ARTICLE 7
OWNER’S REPRESENTATIVES/LENDER’S AGENTS**

The Owner’s Representatives shall be:

_____ (Construction Manager)
_____ (Neighborhood Director)

The Owner’s Representatives will provide administration of this Contract during construction and throughout the warranty period.

The Owner’s Representatives will visit the site at intervals appropriate to the stage of construction to determine if the Work is proceeding in accordance with the Contract Documents.

Based on Owner’s Representative’s evaluation of Contractor’s invoices for payment, the Owner’s Representative will determine the amounts owing to the Contractor.

The Owner’s Representatives will have authority to reject Work that does not conform to the Contract Documents.

If the Contractor fails to correct defective Work or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner’s representatives, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

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**ARTICLE 8
CHANGES IN THE WORK**

After this agreement is executed by the Owner, any changes to the scope of Work, budget or time schedule must be agreed upon in writing by the Owner and Contractor and approved by the lender's representatives.

**ARTICLE 9
FINES**

The Contractor is fully responsible for the means and methods of executing the scope of work. The Contractor is specially trained in the safe work practices and lead hazard reduction and therefore agrees to hold the owner and the agency harmless in the event of any fines from federal or local agencies controlling the lead hazard reduction work. The Contractor agrees to immediately satisfy any and all fines or judgments presented by OSHA, EPA, the local or state health department, the state office of lead hazard control and any other governmental agency having jurisdiction over the lead hazard reduction work.

**ARTICLE 10
TERMINATION OF AGREEMENT**

This agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

This agreement may be terminated by the Owner upon at least seven days written notice to the Contractor in the event the project is permanently abandoned.

In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all services performed to the termination date.

**ARTICLE 11
ARBITRATION**

All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this agreement, shall include, by consolidation, joinder or in any manner, any additional person not a party to this agreement except by written consent containing a specific reference to this agreement and signed by the Rehabilitation Specialist, the Owner, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this agreement shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed in writing with the other party to this agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, in no event shall the demand for

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arbitration be made after the date when institution of legal or equitable proceedings based on such claim dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**ARTICLE 11
ASSIGNMENT OF CONTRACT**

This agreement may not be assigned to any other Contractor or Agent of Contractor without the written approval of the Owner and Our Program.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

Contractor

Acceptance By Owner

Name of Contractor

Name of Owner(s)

Signature of Contractor – Title

Signature of Owner

Name of Owner

Witness:

Signature of Owner

Subscribed and sworn to before me
by the above:

This _____ day of _____, 200____

Notary Public

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MODEL DOCUMENT #6:

**GENERAL CONDITIONS OF THE
PROPERTY OWNER /REHAB CONTRACTOR AGREEMENT**

Article 1: Contract Documents

- 1.1 Defined: The Contract includes the Contractor/Homeowner Agreement, Work Write-Up, Plans (Drawings), Addendum, Alternates, Code Violation Notice, Contractor's Bid, Our Program's Performance Manual, and General Conditions.
- 1.2 Include: The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the work, and the terms and conditions of payment thereof.
- 1.3 Administration: The contract document will be administered as comprising one general agreement, and each document will be construed equally with all other documents.

Article 2: The Owner

- 2.1 Definition: The Owner is the person or entity identified as such in the Owner-Contractor Agreement.
- 2.2 Information and Services Required of the Owner: The Owner will furnish surveys of the property and any other documents or information that describes the physical or legal limitations of the site, secure and pay for necessary approvals required for construction other than the permits and fees related to the Work. Owner decisions will be made promptly to avoid delay of the Work.
- 2.3 Owner's Right to Stop the Work for Corrections: The Owner may order the Contractor to stop the Work if the Contractor fails to carry out Work in accordance with the provisions of the Contract Documents. The order must be in writing and signed by the Owner, and remains in effect until the cause of the order is eliminated.
- 2.4 Owner's Right to Carry Out the Work: The Owner may elect to correct Work if the Contractor fails to commence correction of deficiencies within fourteen days after receipt of the Owner's written notice. A Change Order shall be issued to account for the cost of such work, and that amount will be deducted from the Contract Sum.

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Article 3: Contractor

- 3.1 Definition: The Contractor is the person or entity identified as such in the Owner-Contractor Agreement.
- 3.2 Review of Contract Documents and Field Conditions: The Contractor shall carefully study and compare the Contract Documents and verify field conditions. Errors, omissions or inconsistencies in the Contract Documents that are discovered as a result of these investigations and study are to be reported to Our Program prior to execution of a contract or within 24 hours of discovery.
- 3.3 Supervision: The Contractor is solely responsible for the construction methods, sequence of work, procedures and coordination of the Work. The Contractor shall supervise and direct the Work with the attention and skill required, and is responsible to the Owner for the acts and omissions of any persons performing portions of the Work. The Contractor is responsible for the order, discipline and safety of the workers on the site. The Contractor shall not permit the employment of workers unfit or unskilled in tasks assigned them.
- 3.4 Taxes: The Contractor pays all sales, use and similar taxes affecting the Work that are legally enacted when negotiations are concluded. Increases in tax rates after that time will be paid by the Owner.
- 3.5 Unacceptable Risk: Contractor represents that at the time of execution hereof, it is not listed on the disbarred or suspended contractors list of the US Department of Housing and Urban Development.

Article 4: Our Program

- 4.1 Definition: The role of Our Program, is one of lender, facilitator, mediator and interpreter of the Contract Documents. As such Our Program represents neither the Owner nor the Contractor nor is Our Program the agent of either party.
- 4.2 Duties of Our Program: Our Program will, as the need arises, issue bulletins to clarify the intent of the Contract Documents and prepare Change Orders when modification of the Contract Documents is necessary. Our Program will inspect the Work in progress periodically to insure its conformance with the Contract Documents. Our Program will communicate the results of these inspections to both the Owner and the Contractor and will advise each of any action required. Based on these inspections Our Program will review payment requests submitted by the Contractor, certify the amounts due the Contractor, and submit them to the Owner for payment according to the terms of the Agreement. Our Program does not warrant the work of the Contractor. Satisfactory inspections are not a release of claims against the Contractor for non-conforming work.

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Article 5: Pre-bid Inspection

- 5.1 Inspection Requirement: All bidders shall visit the site and examine all structures located thereon. The specifications shall be compared with the existing field conditions. The Contractor shall be responsible for all unusual conditions or deviations which exist at the time of his examination and these shall be noted and reflected in his bid price.
- 5.2 Verification of Measurements: No extra compensation will be allowed because of differences between actual measurements and dimensions shown on the specifications. Refer such differences to the Owner for consideration before bidding work.
- 5.3 Omitted Specifications: During course of repairs, the Contractor shall notify the Rehabilitation Specialist of any condition or repair not covered in the work order, which is necessary for satisfactory completion or basic building code compliance. Defects that become evident as the work progresses shall be reported, not concealed.

Article 6: Indemnification of Owner and Our Program

- 6.1 The Contractor shall indemnify and save harmless the owner from liability for any injury or damages to persons or property resulting from his prosecution or work under the Contract.
- 6.2 *Fines and Penalties: The Contractor has full selection and control over the method and means of execution of the work. Therefore the Contractor agrees to pay for all fines and judgments levied by government agencies, regional or federal, with regards to execution of the work including but not limited to OSHA, EPA, the Clean Water Act, local health laws and federal requirements for the reduction of lead in housing. In cases where Federal or state law so requires, workers must be certified in lead abatement practices and be supervised by a certified abatement supervisor.*
- 6.3 Non-liability: The parties hereto agree to hold Our Program harmless for any damages concerning the undertaking and carrying out of this Agreement between the Owner and the Contractor.
- 6.4 Employment Practices - Equal Opportunity: Contractor agrees to provide Equal Opportunity to all persons and small businesses, without discrimination as to race, color, creed, religion, national origin, sex, marital status, age, and status with regard to public assistance or disability. To the greatest extent feasible, opportunities for training and employment shall be given to lower income residents of the project area and contracts (Agreements) for work in connection with the project be awarded to business concerns located in, or owned in substantial part by persons residing in the area of the project. In the event, the contractor has a collective bargaining agreement or other contract or understanding, if any, the contractor will send to each labor

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organization or representative of workers under this agreement, a notice of his commitments under this paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.

Article 7: Insurance

- 7.1 The Contractor: The Contractor shall be required to carry insurance, covering Workers' Compensation and Public Liability Insurance, in accordance with all State and Federal requirements. The Contractor shall furnish a Certificate of Insurance showing same to be in effect before proceeding with the work.
- a. The Property Damage Liability coverage need not be written upon an "Occurrence Basis," but the Bodily Injury Liability coverage shall be written on an "Occurrence Basis."
 - b. The insurance required herein shall afford coverage for explosion, collapse and underground work, the so-called "X, C & U" exposures.
- 7.2 The Homeowner: The Owner must carry fire and extended coverage insurance on the property but this insurance does not cover tools, equipment or materials stored in the property and owned by the Contractor. Contractor and Owner shall submit copies of insurance as above stated to Our Program in a form acceptable to Our Program which certificate or certificates shall provide that the policies shall not be changed or cancelled until ten days written notice has been given to the Our Program.

Article 8: Permits/Codes/Licenses

- 8.1 Strict Compliance: The Contractor shall obtain, and pay for, and place on file with Our Program of Anytown, copies of all permits and licenses necessary for the completion and execution of the work. Strict compliance with Municipal Codes and Ordinances shall be observed in all phases of the work. The Contractor shall perform all work in conformance with applicable local codes and ordinances whether or not covered by the Specifications and Drawings for the work.
- 8.2 Codes in Force: The Work of this Contract is subject to:
- A. The 1 to 4 Unit International Building Code, 2000
 - B. The Life Safety Code, 1994
 - C. The International Energy Code, 2000
 - D. HUD Lead Based Paint Guidelines, 1999
 - E. OSHA Construction Standards, 1999
 - F. _____
 - G. _____

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Article 9: Financing Requirements

- 9.1 Early Start: Contractor agrees that it will not enter into any agreement to perform work financed by the Rehabilitation Loan until said loan has been funded, unless said agreement is contingent upon the funding of said loan.
- 9.2 Truth in Lending Act: The Contractor is hereby notified that this Contract is subject to the "Truth In Lending Act: and that the Owner shall have until midnight of the third day following the signing of the Contract documents to rescind this Contract without penalty. The Contract upon the Owner's decision shall become null and void, and the Contractor shall return the executed Contract to the owner without delay on notice to him of the decision.
- 9.3 Escrowing of Funds: The Owner will escrow all funds needed for construction and associated costs through Our Program.
- 9.4 Control of Disbursements: The Owner and Contractor authorize Our Program to control the disbursement of all escrowed funds and agree that Our Program may do so at its sole option; because Our Program will apply the escrowed funds for payment of labor and material and other associated costs under this agreement and provide records of all escrowed deposits and disbursements.

Article 10: Construction by Separate Contracts

- 10.1 Owner's Rights: The Owner reserves the right to perform work not included in this contract at the same site with the Owner's own forces or by other contractors.
- 10.2 Contractor and Owner agree not to enter into any formal or informal agreements to perform additional work or modify the contract documents during Our Program's involvement. Additional work may be performed after the final acceptance of all work done by Our Program.
- 10.3 Mutual Responsibility: The Owner and the Contractor will coordinate and cooperate with one another in planning the activities of the Owner's forces or other contractors. The Contractor is not responsible for the supervision or the actions of the Owner's forces or other contractors. The Owner will apply to others the same standards of conduct and performance that apply to the Contractor of this Work.

Article 11: Subcontractors

- 11.1 Subcontractor List: The Contractor shall submit in writing to Our Program prior to the issuance of the Proceed Order, a Sworn Statement listing all subcontractors, a list of suppliers to be used on subject project, and a Job Cost Breakdown itemizing the cost of the work.

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- 11.2 Contractual Responsibility: Subcontractors shall be bound by the terms and conditions of this contract insofar as it applies to their work, but this applicability shall not relieve the general contractor, if such is awarded the contract from full responsibility to the owner and Our Program for the proper completion of all work to be executed under the terms of this agreement, and the general contractor shall not be released from this responsibility by any sub-contractual agreement he may make with others.
- 11.3 Coordination: Each contractor is to examine the work done by the other contractors to ascertain whether it is correct as to dimensions and locations, before proceeding to carry out their part of the contract, as each and every contractor will be held responsible for the accuracy of their branch of the work when done.
- 11.4 Optional - Subcontractor Agreement: Prior to commencing any of the work hereunder, subcontractors shall submit to Our Program a written agreement to be bound by the terms and conditions of this contract.
- 11.5 Warranty: Contractor agrees that all the warranties contained herein shall apply to all work performed under the contract, including that performed by any subcontractors. Subcontractors to supply licenses and Certificate of Insurance verification prior to start of any work.

Article 12: Materials

- 12.1 Manufacturer's Specifications: All work must be applied in accordance with the manufacturers latest instructions. Any variation in these specifications and the manufacturer's instructions must be called to the attention of the Construction Specialist.
- 12.2 New Materials: All material installed shall be new (unless otherwise specified). All work is to be a finished product unless specified to the contrary.
- 12.3 Replacement: Materials and/or workmanship failing to meet these requirements shall be replaced at the Contractor's expense. Acceptance of materials and/or workmanship by an authorized representative of the Owner prior to completion of the contract does not relieve the Contractor from the obligation to produce materials and/or workmanship in first class condition at the completion of the contract.

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Article 13: Project Meetings

Project Meetings will be arranged as the need arises. The Owner, Contractor and Our Program shall participate in these meetings.

Article 14: Temporary Utilities

14.1 Occupied buildings: The Owner shall provide the Contractors with service of water and electricity at no charge to the Contractor and during the cold weather season the Owner shall provide and maintain adequate heat in the working area. In occupied buildings, the utilities shall not be disrupted without the approval of the occupants.

14.2 Unoccupied buildings: Activating the service of water, gas and electricity, including the maintenance of adequate heat, shall become the direct responsibility of the Contractor during the period of all remodeling work. All costs for this service shall be born by the Contractor.

Article 15: Construction Facilities

15.1 Temporary Roads: The Contractor will pay for the cost of constructing temporary roads or paths for truck and machinery access to the Work beyond the basic access to the site provided by the Owner. The Contractor will pay to restore the site afterward.

15.2 Trailers, Sheds, Field Offices: Storage trailers, sheds, or field offices may be used on the site with the permission and direction of the Owner and Our Program.

Article 16: Job Site Rules

16.1 Drug Free Workplace: No drugs or alcoholic beverages are to be allowed on the job site, before, during or after work hours.

16.2 Pets: No pets associated with the Contractor or Subcontractors will be allowed at job site.

Article 17: Work in Occupied Structures

17.1 Hours: Once the work commences the Contractor shall have free access to all parts of the premises requiring work, during weekday working hours of 8:00am to 5:00pm, unless otherwise stated.

17.2 Shared Use of Site: Persons residing at the site during construction are to be consulted by the Contractor in determining work schedules and sequence of Work. The Contractor is to take necessary and reasonable precautions to protect living

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quarters during operations. Protection of small or valuable furniture, furnishings, accessories and personal belongings is not the responsibility of the Contractor unless specifically listed in the Specifications. The Contractor, Owner, and Our Program shall cooperate in the scheduling and sequencing of work by other contractors or the Owner's own forces. The Contractor shall discuss any site related safety issues with the Owner prior to construction.

17.3 Storage: The Contractor shall be responsible for the storage and safety of his own materials. The Owner assumes no liability whatever for any material damaged or stolen on the premises where such has not been brought into the building. Any damage to, or loss by theft or vandalism of, any material, appurtenance, or appliance, after such has been brought into the building, applied, connected or installed, shall be the sole responsibility of the Contractor until the project is completed and accepted by the Owner.

17.4 Contractor's Work Area: Moving furniture and rugs to create open working space for contractors shall become the work and responsibility of the contractor, unless so specified elsewhere in the work and specification.

Article 18: Protection of Work/Property/Persons

18.1 Safety Precautions: The Contractor is responsible for implementing effective safety precautions on and around the Work site to protect workers and other persons who might be affected. The types of precautions include, but are not limited to:

- a. Warning signs and barriers;
- b. Enforcing safety regulations and good work practices;
- c. Notifying owners and representatives of adjacent properties, utilities, and public safety agencies of Work posing a hazard;
- d. Controlling particles and fumes at their source;
- e. Identification of known pollutants and toxins, followed by appropriate action;
- f. Safe storage of materials and supplies;
- g. Maintaining means of extinguishing fires on site;
- h. Adequate warning systems and evacuation procedures;
- i. Protective materials and equipment typically associated with various portions of the Work; and
- j. Maintaining first-aid supplies on the site

18.2 Weather Protection: It is the responsibility of the Contractor to:

- a. Protective Covers: Provide constant protection against rain, windstorms, frost or heat so as to maintain work, materials, apparatus, and fixtures, free from injury or damage. At the end of day's work, the Contractor will cover work likely to be damaged.

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- b. Notice: Protect work from damage during freezing weather. If low temperatures make it impossible to continue operations safely in spite of cold weather precautions, cease work; notify Our Program of Anytown.
- 18.3 Lead Paint and Asbestos: The Contractor shall notify Our Program if the Work involves disturbing or removing surfaces that may have been coated or covered with asbestos. Our Program will advise the Contractor how to proceed through an addendum or change order. Exterior and/or interior paints, enamels, and/or primers used on any surface constructed or rehabilitated under this contract shall not contain more than one percent lead by weight, calculated as lead metal in the dried film of paint already applied. (See HUD Lead Based Paint Regulation 24 CFR Part 35.)
- 18.4 *Worker Training: All workers involved in lead hazard reduction activities must be supervised by an EPA-certified supervisor or have received HUD-approved training in lead-safe work practices.*
- 18.5 18.5 Job Site Protection: General and subcontractors shall cover all carpets, rugs and furniture in their working area with drop cloths. No combustible materials or other fire hazards shall be left overnight or allowed to accumulate.
- 18.6 Repairs: Repairs shall be made at no additional cost to the homeowner(s) to all surfaces damaged by the Contractor resulting from his work. Where repair of existing work is called for in the specifications, the feature (floor, wall, ceiling, door, window, or trim, excluding ornamentation) shall be placed in "Equal to New Condition." Such patching and replacement shall be made to blend with existing work so that the patch or replacement will be inconspicuous after finishing.

Article 19: Cleaning Up and Clearance

- 19.1 Daily Clean Up: The Contractor shall keep the premises clean and orderly during the course of the work and all debris shall be removed on a continuous basis and not be allowed to accumulate. Materials and equipment that have been removed as part of the work shall belong to the Contractor.
- 19.2 Final Cleaning: All new surfaces shall be washed and polished if recommended by the manufacturer or construction standard applicable to the work. Remove all tags, stickers or other markings leaving the item of work ready for use by the Owner. *Additionally, 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.*
- 19.3 *Clearance: Clearance may not be performed sooner than one hour after completion of the final cleanup. Clearance dust sampling is for settled leaded*

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dust and is a two-phase process. The initial clearance evaluation is Visual Examination followed by “environmental sampling” for leaded dust.

- A. *The visual examination determines that the work on all interior and exterior surfaces to be treated was completed, that there are no deteriorated paint surfaces, and that no visible settled dust or debris is present in interiors and within 10 feet of exterior walls if exterior work was performed.*
- B. *Environmental sampling involves dust sampling on the interior work area. The clearance examiner may decide the exact sampling scheme based on the type treatment(s), visual observation and professional judgement.*
- C. *Clearance samples must determine the lead dust levels of the work site prior to re-occupancy.*
- D. *Clearance may be performed by an individual who is independent from the contractor hired to do the work. The following dust lead clearance thresholds must be met:
Floors – 40 $\mu\text{g}/\text{ft}^2$
Interior window sills – 250 $\mu\text{g}/\text{ft}^2$
Exterior window troughs – 800 $\mu\text{g}/\text{ft}^2$*
- E. *Clearance must be performed by an EPA or state certified Risk Assessor, Lead Paint Inspector or a Clearance Technician (Sampling Technician).*
- F. *If a component, such as a floor, fails the clearance dust standard, the floor in the room that failed and floors in any un-sampled rooms must then be re-cleaned. A clearance dust sample must then be taken from the floor that failed the original clearance examination. (This process would be similar for the other two types of components that are sampled: interior window sills and window troughs.)*

Article 20: Payments

- 20.1 Owner’s Waiver: Payments shall be made as provided in the Owner-Contractor Agreement. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens or from faulty work appearing thereafter, and of all claims by the Contractor, except any previously made and still unsettled.
- 20.2 Release of Liens: Before each progress payment is made, each contractor may be required to give Owner and Our Program good and sufficient evidence that the premises are free from all liens, damages, and anything chargeable to said Contractor as aforesaid, the Owner and Our Program shall have the right to retain out of the payment then due, or thereafter to become due, an amount sufficient to indemnify the Owner against all such liens, damages and claims until the sample shall be effectually satisfied, discharged, and cancelled. Partial payment for work being performed shall not indicate acceptance of any portion of work by the Owner of Our Program of Anytown.

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- 20.3 Withheld: Payments may be withheld on account of:
- a. Defective work not remedied
 - b. Claims filed
 - c. Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,
 - d. Damage to the Owner or another contractor, or
 - e. Persistent failure to carry out the work in accordance with the Contract documents.
- 20.4 Refusal of Owner to Compensate Contractor: If after Our Program has delivered to Owner the certificate of final inspection, Owner shall be dissatisfied with Contractor's services, Owner shall notify in writing Our Program and shall list the alleged deficiencies in Contractor's work. Our Program upon receipt of written notification from Owner shall arrange an Inspection of the Owner's Premises. Present at the Inspection shall be the Owner, Contractor and the program director or designee. If after the last inspection the Director or his designee determines that the Owner's Premises do not conform to the work standards, Contractor shall be instructed in writing to perform the additional services. If the Director or designee shall determine that all work has been satisfactorily completed, the Director, or designee, shall inform Owner in writing that the work has been satisfactorily completed. Owner shall have ten (10) days from receipt of said letter to compensate Contractor. In the event Owner fails to pay Contractor, Our Program shall pay Contractor directly. Owner in failing to compensate Contractor as provided herein shall release Our Program from its payment obligations under this Contract.

Article 21: Changes in the Work

- 21.1 Change Orders: Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by written Change Order. A Change Order is an agreement prepared by Our Program, signed by the Owner and the Contractor that modifies the Work. It contains a description of the modification, the extent of adjustment in the Contract Time, and the amount of the adjustment in the Contract Sum. The Contractor may proceed with the Change upon receipt of the written Change Order signed by the Owner.
- 21.2 Emergency Changes: A Contractor may perform work not included in the Contract Documents in order to remedy a condition that poses an immediate threat to persons or property. Work of this nature shall be carried out only to the extent of bringing the condition under control. The Owner and Our Program shall be notified immediately afterward. A Change Order will then be negotiated and executed for the work performed, and for work remaining, if any.
- 21.3 Minor Changes (Field Orders): The Owner or Our Program may verbally authorize minor changes in the Work in order to prevent a delay in the progression

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of the Work. These field orders may not involve a change in the contract sum or be inconsistent with the intent of the Contract Documents.

- 21.4 Changes Due to Unknown Conditions: The Contractor is not responsible for Changes in the Work that are due to conditions that were not reasonably observable or conditions that have changed. In such cases, the Contractor shall notify the Owner and Our Program, and a Change Order will be negotiated.
- 21.5 Cost Certified: Claims by the Contractor for extra cost must be made in writing to the Owner and Our Program for approval before executing the work involved. (Note: the Our Program's duly authorized representative is not authorized to approve change orders.) Changes in work limited to 5% overhead and 5% profit. Actual cost breakdowns will be required.

Article 22: Delays and Extension of Time

- 22.1 Schedule A work schedule shall accompany each signed contract.
- 22.2 Acts of God: Delays caused by strikes, acts of the Owner, or by events and conditions not reasonably foreseeable and not the fault of the Contractor, will be reason for an extension of time commensurate with such period of delay.
- 22.3 Liquidated Damages: In the event the Contractor does not complete the work within the period designated, the Contractor shall pay the sum of One Hundred and Seventy Five Dollars (\$175.00) a day as liquidated damages and not as a penalty for each and every day of delay until the Contract work is completed.

Article 23: Disputes

- 23.1 Mediation: The Owner and Contractor recognize the authority of Our Program to interpret the Contract Documents, and in the event of a claim or dispute between the Owner and Contractor involving the Work, Our Program will act as the Mediator. When performing the role of Mediator, Our Program will offer opinions and resolutions that are consistent with the intent of the Contract Documents and directed toward settling the claim or dispute, without partiality to either the Owner or the Contractor. The Owner and Contractor understand that they are not obliged to accept the Mediation as binding. Mediation is offered as an attempt to resolve conflicts at the least possible cost to the Owner and Contractor.
- 23.2 Claims and Disputes: Claims by either party must be made within 21 days after the claimant first recognizes the condition giving rise to the Claim. Claims must be by written notice to the other party. Claims and Disputes are not to interfere with the progression of Work by the Contractor or the payments due the Contractor for its performance. Payment may be withheld only for the portion of Work that is under Claim.

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23.3 Arbitration: All claims, disputes and other matters in question arising out of, or relating to, this Owner-Contractor Agreement or the breach thereof, and except the claims which have been waived by the making or acceptance of the final payment shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed in writing with the other party to this Owner-Contractor Agreement and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question, and in no event shall it be made after the date when institution of legal equitable proceedings based on such a claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final and judgment may be entered may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

All claims, which are related to or dependent upon each other, shall be heard by the same arbitrator(s) even though the parties are not the same, unless a specific contract prohibits such consolidation.

Article 24: Contractor's Right to Terminate Contract

Should the work be stopped by any public Authority for a period of sixty (60) days or more, through no fault of the Contractor, or should the work be stopped through an act or neglect of the Owner for a period of twenty (20) days, or should the Owner fail to pay the Contractor any payment within thirty (30) days after it is due, then the Contractor upon seven days written notice to the Owner may stop work or terminate the contract and recover from the Owner, payment for all work executed and any loss sustained and reasonable profit and damages.

Article 25: Owner's Right to Terminate the Contract

Should the Contractor neglect to prosecute the work properly or fail to perform any provision of the contract, the Owner, after seven days written notice to the Contractor and his surety, if any, may, without prejudice to any other remedy he may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor, or, at his option, may terminate the contract and take possession of all materials, tools and appliances and finish the work by such means as he sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

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Article 26: Warranty of Construction

26.1 One Year Warranty: In addition to any other warranties set out elsewhere in the contract, the Contractor warrants that the work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or designed furnished, or workmanship performed by the Contractor or any of his subcontractors or suppliers at any tier. Such warranty shall continue for a period of one year from the date of final payment approval. Under this warranty, the Contractor shall remedy at his own expense any such failure to conform or any such defect. In addition, the Contractor shall remedy at his own expense any damage to owner-owned or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements or any such shall also store any times damaged in fulfilling the terms of this clause until the condition is remedied. The Contractor's warranty with respect to work repaired or replaced hereunder will run for one year from the date of such repair or replacement.

26.2 Notice: The Owner or his representative shall notify the Contractor in writing within a reasonable time after the discovery of any failure, defect, or damage.

26.3 Owner's Rights to Repair: Should the Contractor fail to remedy any failure, defect or damage described above within a reasonable time after receipt of notice thereof, the Owner shall have the right to replace, repair or otherwise remedy such failure, defect or damage at the Contractor's expense.

26.4 Manufacturer's Warranty: In addition to the other rights and remedies provided by this clause, all subcontractors', manufacturers' and suppliers' warranties, expressed or implied, respecting any work and material shall, at the direction of the Owner, be enforced by the Contractor for the benefit of the Owner. In such case, if the Contractor's warranty has expired, any suit directed by the Owner to enforce a subcontractor's, manufacturers, or suppliers would give in normal commercial practice and require such warranties to be executed in writing to the Owner with a provision for extending the warranty to the successor(s) in title in the even the property is sold to the Owner prior to the expiration of the warranty period.

General Contractor will assume responsibility for all sub-contractors guarantees being delivered to the Owner.

26.5 Owner's Furnished Items: Notwithstanding any other provision of this clause, unless such a defect is caused by the negligence of the Contractor or his subcontractors or suppliers at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Owner, or for the repair

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or damage which results from any such defect in Owner-furnished material or design.

26.6 Latent Defects: The warranty specified herein shall not limit the Owner's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistake, or fraud.

Article 27: Inspection by Our Program

The Our Program representative shall have the right to inspect the work at all times and at the completion thereof.

Article 28: Contractors/Agents

28.1 The Contractor shall be responsible to the Owner, for the acts and omissions of the Contractor's agents and subcontractors.

28.2 Nothing contains in the contract documents shall create any contractual relation between any agent and the Owner.

Article 29: Owners/Agents

The Owners or his agents shall be his authorized representatives.

Alternate Language for the General Conditions

Article 20.2: No Lien Contract

The contractor shall not cause or allow a lien to be placed upon the Owner's property for reason of non-payment or other cause. The Contractor's Agreement with the material men and subcontractors shall provide that such subcontractors and material men may not place a lien against the Owner's property for any reason including non-payment. Should a lien be placed against the Owner's property by the Contractor, subcontractor or material men, the parties agree that the said lien shall be deemed a nullity and may be removed upon motion to a court having jurisdiction and that, as liquidated damages, there shall be an abatement of the amount due Contractor by reason to reimburse the Owner and Our Program for necessary and reasonable attorney's fees and legal expenses undertaken in relation to the proceedings to remove the said lien or liens.

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JOB FILE INDEX**

	DATE REQUESTED	DATE COMPLETED	INITIALS
CLIENT INTAKE			
<i>Property Owner's Manual</i>			
Loan Application Packet			
Request for Code Inspection			
Feasibility Worksheet			
<i>EPA Lead Hazard Info Pamphlet</i>			
Owner/Agency Agreements			
- <i>Owner's Service Agreement</i>			
- Homeowner's Service Agreement			
- Agreement b/n Owner & Agency			
SPECIFICATION & FEASIBILITY			
Environmental Field Notes Checklist			
Historic Assessment			
Lead Testing Chain of Custody			
<i>Risk Assessment Report</i>			
Specs by Location/Trade			
Cost Estimate			
Special Procedures Request			
Lead Hazard Evaluation Notice			
<i>Lead Hazard Presumption Notice</i>			
<i>Lead Requirement Worksheet</i>			
Work Write-Up Transmittal Letter			
Owner's Approval of Work Write-Up			
BIDDING AND CONTRACTS			
Invitation to Bid			
No Bid Intention Received			
Pre-Bid Inspection (optional)			
Addenda to Work Write-Up			
Bid Comparison Results			
Certification of Bid/Proposal			
Subcontractor & Supplier Listing			
Owner's Selection Worksheet			
Relocation Plan and Agreement			
Construction Loan Escrow Agreement			

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	DATE REQUESTED	DATE COMPLETED	INITIALS
Construction Loan Contingency			
Escrow Agreement			
Pre-construction Conference Checklist			
Owner/Contractor Agreement			
<i>General Conditions of Owner/Contractor Agreement</i>			
Owner Self-Help Performance Agree.			
Construction Roles Agreement			
Required Progress Inspections			
Rehab Job Schedule			
CONSTRUCTION MONITORING			
Notice to Proceed			
Progress Meeting Checklist			
Request for Payment – 1			
Request for Payment – 2			
Request for Payment – 3			
Request for Payment – 4			
Request for Payment – 5			
Waiver of Lien to Date and Contractor’s Affidavit			
Sworn Statement			
Waiver of Lien to Date and Subcontractor’s Affidavit (optional)			
Partial Release of Liens			
Field Proposal			
Change Order – 1			
Change Order – 2			
Change Order – 3			
Final Payment Checklist			
Contractor’s Pre-Inspection Punch List			
Final Inspection Checklist			
Clearance Inspection Report			
<i>Re-Occupancy Authorization</i>			
Owner’s Punch List			
Certificate of Completion and Homeowner’s Final Approval of Work			
Application for Final Payment & Release of Liens & Warranty			
Final Release of Liens			

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Notice of Lead Hazard Reduction			
Payment Release Directive			
	DATE REQUESTED	DATE COMPLETED	INITIALS
General Warranty			
Roof Warranty			
WARRANTY & EVALUATION			
Homeowner's Evaluation of Job			
Contractor Evaluation by Rehab Spec			
Homeowner Evaluation of Contractor			
Project Evaluation by Rehab Staff			
Warranty Inspection Checklist			
Warranty Punch List			

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Model Document #8

PROPERTY OWNER'S MANUAL

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PROGRAM OVERVIEW

WHY WE HAVE A HOME IMPROVEMENT PROGRAM

We created a Home Improvement Program as a result of a neighborhood study conducted by Our Program. This field inspection identified a very real threat in the form of urban decay, housing deterioration, and community disintegration in various neighborhoods.

Throughout our target neighborhood, the preservation of housing stock has become one of the primary objectives of citizens, elected officials and staff professionals who believe that the quality of housing is a primary source of neighborhood stability. The decline of our housing stock can be attributed to three factors: strict loan underwriting standards leading to deferred maintenance, the minimum extra income of recent purchasers, and the increasing age of the housing stock, particularly in the inner ring suburbs.

The cost of new home construction is prohibitive to most low and middle-income families. Our Program helps to preserve the existing housing stock. Our effort will insure more adequate housing to more low and moderate-income families because it will help to preserve and stabilize existing communities.

The objectives of Our Program are:

- To prevent moderately declining neighborhoods in our target area from further deterioration by providing rehabilitation funding and technical assistance;
- To provide safe and efficient housing within the financial reach of our area residents;
- To stimulate broad interest in neighborhood preservation; and
- To partner with other programs for maximum impact.

WHO CAN BORROW MONEY?

Homeowners who meet all of the following criteria:

1. The property to be improved is owner-occupied;
2. The property to be improved is either a single-family or two-family structure; and
3. The applicant's total gross income (all owners of record) does not exceed 80% of the area median income.

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WHAT CAN WE FIX-UP?

Our Program's basic goal is to create homes that are in substantial compliance with the Local Housing Code governing the condition and maintenance of dwellings.

1. **HEALTH AND SAFETY ITEMS**

Improvements which insure the health and safety of the occupants or assist in preventing neighborhood blight and exterior repairs that increase the life of the structure or improve the physical appearance are eligible.

2. **LEAD HAZARD REDUCTION**

In accordance with the HUD Lead-Based Paint Regulation (24 CFR Part 35), 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 stabilize any deteriorated paint, including correction of moisture leaks or other obvious causes of paint deterioration and conduct a clearance examination following such stabilization activities to ensure that the work has been completed, that dust, paint chips and other debris have been satisfactorily cleaned up and that settled dust has low levels of lead. As necessary, we will conduct a risk assessment to identify lead-based paint hazards, perform interim control measures to eliminate any hazards that are identified or, in lieu of a risk assessment, perform standard treatments throughout a unit. A clearance examination will follow such activities. 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.

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EXAMPLES OF REQUIRED AND INELIGIBLE JOBS

REQUIRED repairs include, but are not limited to, the following:

1. Replacement of private water and sewage systems;
2. Repair or replacement of inefficient or dangerous heating systems;
3. Repair or upgrading of electrical systems and fixtures;
4. Replacement of defective plumbing, including defective sinks, tubs and toilet facilities;
5. *Reduction of all lead paint hazards in the interior, exterior and soil, as required by the HUD Lead-Based Paint Regulation;*
6. Elimination of all serious insect and rodent infestations;
7. Creation of safe exit ways;
8. Attic insulation to R-32;
9. Hardwired smoke detectors; and
10. Removal of all blighted exterior conditions.

INELIGIBLE items include, but are not limited to, the following:

1. Reimbursement for an Owner's Personal Labor;
2. Room Additions and extensions (Unless Family size demands);
3. Appliances (except built-in stove, cook-top and garbage disposal when the existing is deteriorated, hazardous and beyond repair);
4. Purchase, installation or repair of furnishings;
5. Demolition that does not improve the existing structure;
6. Free standing concrete block walls;
7. Interior wood paneling;
8. Bookcases;
9. Wrought iron security bars;
10. Barbecue pits/outdoor fireplaces;
11. Bath houses, swimming pools, saunas and hot tubs;
12. Burglar alarms;
13. Dumbwaiters;
14. Flower boxes - greenhouses - greenhouse windows;
15. Kennels;
16. Photo murals;
17. Steam cleaning of exterior;
18. TV antennas;
19. Tennis courts;
20. Valances, cornice boards and drapes; and
21. Materials, fixtures or equipment of a type or quality exceeding that customarily used on properties of the same general type as the property to be rehabilitated.

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HOW TO APPLY?

1. Fill in all the blanks in the application form. Call the Rehab Specialist if you need help.
2. Attach proof of your income:
 - A. Employed people attach two biweekly pay stubs or four weekly pay stubs from the previous 30 days.
 - B. Self-employed people attach three years Federal and State tax returns.
 - C. Persons receiving Social Security or Civil Service attach:
 1. Benefit adjustment letter from Social Security Administration for this year; and
 2. Benefit adjustment letter form Civil Service for this year.
 - D. Persons receiving pensions attach 1099 Form from pension providers for last year (look in your taxes).
 - E. Persons receiving alimony or child support attach verification of your receipt of child support or alimony in the form of a separation agreement or court order.
3. Attach copies of latest bank and savings statements.
4. Fill out the permission to verify deposits, mortgages and request your credit report.
5. Fill out the Homeowner's Pre-Inspection Checklist.
6. Send the whole package to Our Program

We will call within five (5) days to review your application.

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**WHAT WILL HAPPEN NEXT?
INSPECTION AND TO-DO LIST**

1. **Work Write-Up.** While verifications are being made, a Rehab Specialist *and a lead hazard risk assessor* will inspect your property and prepare a write-up of the work to be done. This write-up will fix any code violations, energy requirements and exterior blight. You will approve the final list of work before asking contractor to bid on the job.
2. **Three Bids.** The homeowner with the assistance of a Rehab Specialist will solicit at least three contractor proposals.
3. **Loan Approval.** Your complete application and acceptable bid will be reviewed and a loan approved or denied.
4. **Loan Settlement.** After you accept the loan and any conditions, your loan will be referred to an attorney for a title examination and preparation of the mortgage and note. The cost of legal services will be included as part of the loan.
5. **Occupant Protection and Temporary Relocation During Lead Hazard Reduction.** *In most jobs that require lead hazard reduction, appropriate actions will be taken to protect occupants from lead-based paint hazards if the unit will not be vacant during the rehab project. In those cases, occupants may not enter the worksite during the lead hazard reduction activities. Re-entry is permitted only after such activities are completed and the unit has passed a clearance examination. Occupants of the unit do not have to be relocated if: rehab work will not disturb lead-based paint or create lead-contaminated dust; hazard reduction activities can be completed within one 8 hour daytime period and the worksite is contained to prevent safety, health or environmental hazards; exterior-only work is being performed where the windows, doors, ventilation intakes and other openings near the worksite are sealed during hazard reduction activities and cleaned afterward, allowing for a lead-free entry to be maintained; hazard reduction activities will be completed within 5 calendar days and the work area is sealed, the area within 10 feet of the containment area is cleaned each day, occupants have safe access to sleeping areas, bathroom and kitchen facilities; and occupants are not permitted into the worksites until after clearance has been achieved. HUD has advised that relocation of elderly occupants is not typically required, so long as complete disclosure of the nature of the work is provided and informed consent of the elderly occupant(s) is obtained before commencement of the work.*

If occupied units are to undergo more extensive lead hazard abatement activities, the occupants must be temporarily relocated. Most often, furniture and occupant belongings can be covered and sealed with protective plastic sheeting, although storage of major furniture and removal of all small furnishings during the hazardous materials reduction work may sometimes be necessary. Owners are responsible for carefully packing all breakables; removing all clothing from closets, etc. During the abatement work, only workers trained in lead hazard reduction may enter the work site. This means that the neither owners nor occupants are permitted to return to the work site during the day or at night. If you have special needs to re-enter the site, please contact your rehab specialist. Only when the unit has been cleaned to the federally- mandated standards and

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passed a clearance examination is it safe and permissible to return to your home. The rehab specialist will notify you with an Authorization for Re-Occupancy. Sometimes the jobs are completed in stages, with the lead hazard reduction work occurring first and the normal renovation work following. In these cases interim dust lead clearance must be obtained prior to re-occupancy by the owners or occupants and other non-lead related rehabilitation workers. Final lead dust clearance must be repeated following the rehabilitation work to verify that the residence is free of lead hazards. See your Rehab Specialist for more details.

6. **Construction Contract and Renovation.** After a portion of the work has been completed and an invoice is received and approved by the homeowner, the Rehab Specialist will inspect for Our Program. If satisfactory, payment will be ordered. A check will be issued in the name of the contractor.

HOW TO FIND AND HIRE REHAB CONTRACTORS

1. Review your work write-up.
2. Decide which work you can complete by yourself and which will require hiring a contractor. (optional)
3. Decide which materials you want and for how long guaranteed.
4. Ask friends, co-workers and our Rehab Specialists for rehab contractors *that have completed HUD-approved training on lead-safe work practices.*
5. Check your contractor's reputation and background *before* you accept an estimate by asking for references.
6. Obtain three bids from different contractors using the exact same work write-up. Be careful of a very low estimate – it may be a signal of an inexperienced contractor.

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RULES FOR DO-IT-YOURSELF WORK

Owners with exceptional skills or professional backgrounds may complete their own work. Itemized paid receipts are required as proof of cost. **Un-itemized cash register or credit card receipts are not acceptable.**

Itemized receipts should contain:

- Name and address of material supplier, e.g., hardware store, lumber yard;
- Name of homeowner;
- List of materials and quantities;
- Cost of each item and grand total; and
- Homeowner should mark receipt with Work Write-Up item number.

NOTE: Please do not have non-eligible materials included on receipt submitted for rebate credit.

HOW TO SPEED UP THE PROCESS

1. Fill in the application completely including all attachments.
2. Call contractors every other day until they inspect your home and give you a bid.
3. Respond quickly to all requests for more paperwork.
4. Call Our Program two weeks after returning the loan acceptance form and every two weeks until settlement.

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SURVIVING RENOVATION

1. Renovation creates dirt and noise. Remove what you want to protect.
2. Your household routine will be disrupted by relocation. This cannot be helped due to Federal Requirements.
3. Accidents can happen; things can break. Pack all valuables and store in a safe place outside the worksite.
4. When working with your electrical, plumbing or heating system, you may be without the service for several hours or days.
5. Delays can often cause the work to take longer. Products may be out of stock and must be ordered. The weather may be too severe to permit the contractor to work.
6. In the event of any confusion or communication problems with the contractor, contact your Rehab Specialist for the facts. The workers do not always know the whole story.

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MODEL DOCUMENT #9:

FEASIBILITY WORKSHEET

DATE: _____

ADDRESS: _____

BY: _____

OWNER: _____

OWNER'S BORROWING CAPACITY \$ _____

LESS:

PAYOFF LOANS (if applicable) \$ _____

CLOSING COSTS PER DISCLOSURE \$ _____

AGENCY INSPECTION FEE \$ _____

SURVEY \$ _____

SPECIALTY INSPECTIONS:

LEAD RISK ASSESSMENT \$ _____

CLEARANCE INSPECTION \$ _____

ASBESTOS \$ _____

RADON \$ _____

TANKS \$ _____

TERMITE CERTIFICATE \$ _____

SUBTOTAL COSTS \$ _____

PRE-INSPECTION CONTINGENCY @ 15% \$ _____

REMAINING CONSTRUCTION BUDGET - 85% \$ _____

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MODEL DOCUMENT # 10:

EPA PAMPHLET – ACKNOWLEDGEMENT OF RECEIPT

I hereby acknowledge receiving a copy of the EPA pamphlet, entitled *Protect Your Family From Lead in Your Home*, in connection with lead hazard evaluation and reduction work that will be performed in my home as part of a rehabilitation and renovation project.

Name of Owner/Occupant

Address of Property

City, State, Zip

Telephone Number

Signature of Owner/Occupant

Date Pamphlet Received

Name of Person Delivering Pamphlet or Witness

Signature of Person Delivering Pamphlet or Witness

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MODEL DOCUMENT #11:

LEAD-BASED PAINT HAZARD RISK ASSESSMENT REPORT

FOR THE DWELLING LOCATED AT:

123 Main Street
Anytown, USA 12345

PREPARED FOR:

Mr. Joseph Smith, Owner
987 South Street
Anytown, USA 12345

BY:

John Doe, Certified Risk Assessor
456 North Street
Anytown, USA 12345

Any State License No: 00-567

April 14, 2000

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Table of Contents

Part I: Identifying Information

1. Risk Assessor, Name of Certificate (or License) and Number and State issuing certificate/license.
2. Property Owner Name, Address, and Phone Number.
3. Date of Report, Date of Environmental Sampling.

Part II: Completed Management, Maintenance, and Environmental Results Forms and Analyses

1. List of Location and Type of Identified Lead Hazards including an indication of which hazards are priorities (this summary should be suitable for use as notification to residents).
2. Optional Management Information (Form 5.6) (not required for homeowners).
3. Maintenance/Paint Condition Information (Form 5.2 or 5.7).
4. Building Condition (Form 5.1).
5. Brief Narrative Description of Dwelling Selection Process (not required if all dwellings were sampled).
6. Analysis of Previous XRF Testing Report (if applicable).
7. Deteriorated Paint Sampling Results (Form 5.3 or 5.3a).
8. Dust Sampling Results (Form 5.4 or 5.4a).
9. Soil Sampling Results (Form 5.5).
10. Other Sampling Results (if applicable).

Part III: Lead Hazard Control Plan

1. Lead-Based Paint Policy Statement (not applicable for homeowners).
2. Name of Individual in Charge of Lead-Based Paint Hazard Control Program.
3. Recommended Changes to Work Order System and Property Management (optional, not applicable for homeowners or property owners without work order systems).
4. Acceptable Interim Control Options For This Property and Estimated Costs.
5. Acceptable Abatement Options For This Property and Estimated Costs.
6. Reevaluation Schedule (if applicable).
7. Interim Control/Abatement to Be Implemented in This Property.
8. A Training Plan for Managers, Maintenance Supervisors, and Workers (this should include named individuals), if applicable.
9. Method of Resident Notification of Results of Risk Assessment and Lead Hazard Control Program (not applicable for homeowners). Note: This section should include a discussion of how residents are to be educated about lead poisoning, *before* the risk assessment results are released.
10. Signatures (Risk Assessor) and Date.

Part IV: Appendix

1. All laboratory raw data.

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Part 1: Identifying Information

A lead-based paint risk assessment was conducted at 123 Main St. in Anytown, USA 12345 for Mr. Joseph Smith, Owner, who is located at 987 South Street, Anytown, USA 12345 (400-777-7777) on April 1, 2000. The risk assessment was conducted by John Doe, a Certified Risk Assessor (Any State License No. 00-567).

Part II: Completed Management, Maintenance and Environmental Results, Forms and Analyses

1. List of Location and Type of Identified Lead Hazards

While the building and its paint are in reasonably good condition overall, the risk Assessment showed that lead-based paint hazards (as defined in Title X of the 1992 Housing and Community Development Act) exist in the following locations:

- a. Deteriorated lead-based paint on the exterior side of the windows.
- b. Leaded dust on the floor of Bobby's bedroom (the southeast bedroom on the second floor).
- c. Deteriorated lead-based paint on the interior door leading to Bobby's bedroom (the southeast bedroom)

A few other painted surfaces that have not been tested for lead are in "fair" condition and should be repainted within the next year before further deterioration occurs. However, these surfaces are not considered to be immediate "hazards," using criteria in the 1995 *HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*. Those surfaces are:

Exterior Doors;
Exterior Railings;
All Interior Doors (except the bedroom door to the southeast bedroom, which is in poor condition and requires repair immediately);
Interior window trim;
Stairways; and
Bathroom cabinets.

Since vacancies occur frequently in this property, these surfaces can be repainted at that time. Before any scraping or sanding, the paint should be tested to see if it contains lead. The paint on the porch floor is in poor condition, but since it does not contain lead-based paint, it does not require priority attention.

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There has not been any previous lead-based paint testing at this dwelling, although a lead-based paint inspection of all painted surfaces is recommended so that potential lead problems can be monitored before they become hazardous. Soil lead levels were all below 400 µg/g. Current EPA and HUD Guidance for soil is 400 µg/g for bare play areas and 2,000 µg/g for other areas. Using these criteria, soil is not a hazard at this property.

The owner has decided to select the following hazard control measures, which are all acceptable based on HUD's *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*:

- stabilize the paint on the exterior of all the windows;
- remove the lead dust located in the child's bedroom; and
- replace the door leading to the southeast second floor bedroom.

Mr. Smith has chosen to use interim controls for the windows until 2003, when the State of Any State is likely to begin a special loan fund for financing lead-based paint abatement that should make window replacement financially possible. Mr. Smith will also make sure that the part-time as-needed maintenance worker he uses will be trained. Certain property management practices will be adopted to ensure that the normal repair work done will not disturb those surfaces with lead-based paint.

After the cleaning and paint film stabilization work has been completed, clearance dust samples must be taken to make certain that the dwelling is lead-safe before the family moves back in to the room.

Reevaluation: Standard Reevaluation Schedule 3 contained in the HUD *Guidelines* applies to this property, since one of the rooms had a dust lead level greater than the standard. Therefore, the dwelling should be reevaluated in April 2001 (12 months from now). If no lead-based paint hazards are identified at that time, another reevaluation should be conducted in April 2003 (2 years later). If no lead-based paint hazards are identified at that time, no further reevaluations are needed. However, since lead-based paint may be present in the dwelling, the owner should monitor the condition of all painted surfaces at least annually or whenever other information indicates a potential problem.

Mr. Smith has agreed to share the results of this report with the Jones family, which now occupies the residence and to provide the family with the EPA brochure and a brochure from the Anytown Childhood Lead Poisoning Prevention Program as a way of educating the residents.

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**Form 5.0
Resident Questionnaire (Optional)**

Children/Children's Habits

1. (a) Do you have any children that live in your home? Yes No
- (b) If yes, how many? 2 Ages? 1 3
- (c) Record blood lead levels, if known _____

IF NO CHILDREN, SKIP TO Q.5

2. Locate the rooms/areas where each child sleeps, eats and plays.

Name of Child	Location of Bedroom	Location of all rooms where child eats	Primary location where child plays indoors	Primary location where child plays outdoors
Bobby	Southeast – Second floor	Kitchen	Living Room	Back yard under jungle gym
Jennifer	South west – Second floor	Kitchen	Living room	Back yard under jungle gym

3. Where are toys stored/kept? Living room
4. Is there any visible evidence of chewed or peeling paint on the woodwork, furniture or toys? Yes No

Family Use Patterns

5. Which entrances are used most frequently? Front door
6. Which window are opened most frequently? Living room
7. Do you use window air conditioners? If yes, where? No
8. (a) Do any household members engage in gardening? Yes No
- (b) Record the location of any vegetable garden. No garden
- (c) Are you planning any landscaping activities that will remove grass or ground covering? Yes No
9. (a) How often is the household cleaned? once/week
- (b) What cleaning methods do you use? mopping and sweeping
10. (a) Did you recently complete any building renovations? Yes No
- (b) If yes, where? _____
- (c) Was building debris stored in the yard? If yes, where? _____
11. Are you planning and building renovations? Where? No
12. (a) Do any household members work in a lead-related industry? Yes No
- (b) If yes, where are dirty work clothes placed and cleaned? _____

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**Form 5.6
Management Data for Rental Dwellings**

Part 1: Identifying Information

Identifying Information:

Name of Building or Development Not Applicable

Number of Buildings 1

Number of Individual Dwelling Units/Building: 1

Number of Total Dwelling Units: 1

Date of Construction 1937 (if between 1960 – 1978, consider a Screen Risk Assessment)

Date of Substantial Rehab, if any None

List Address of Dwellings (attach list if more than 10 dwellings are present)

Dwelling No.	Address	No of Children Aged 0 – 6 Years Old	Recent Code Violation Report by Owner?	Chronic Maintenance Problem?
1.	123 Main St Anytown, USA			

Record number and locations of common child play areas (on-site playground, backyards, etc.)

Number 1 Play Structure in Back Yard

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Part 2: Management Information

1. List names of individuals who have responsibility for lead-based paint. Include owner, property manager (if applicable), maintenance supervisor and staff (if applicable) and others. Include any training in lead hazard control work (inspector, supervisor, worker, etc.) that has been completed. Use additional pages, if necessary.

This information will be needed to devise the risk management plan contained in the risk assessor's report.

Name	Position	Training Completed (if none, enter "None")
Joseph Smith	Owner	None
Not Applicable	Property Manager	
Joe Sweat	Maintenance Worker	None

2. Has there been previous lead-based paint evaluations?
 Yes No (If yes, attach the report)
3. Has there been previous lead hazard control activity?
 Yes No (If yes, attach the report)
4. Maintenance usually conducted at time of dwelling turnover:
 Repainting Where needed _____
 Cleaning Where needed _____
 Repair Where needed _____
5. Employee and Worker Safety Plan
6. Is there an occupational safety and health plan for maintenance workers?
 Yes No (If yes, attach plan)
7. Are workers trained in lead hazard recognition?
 Yes No If yes, who performed the training? _____
8. Are workers involved in a hazard communication program?
 Yes No

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9. Are workers trained in property use of respirators?
_____Yes No
10. Is there a medical surveillance program?
_____Yes No
11. Is there a HEPA Vacuum available?
_____Yes No
12. Are there any on-site licensed or unlicensed day-care facilities?
_____Yes No If yes, give location_____
13. Planning for Resident Children with Elevated Blood Levels
14. Who would respond for the owner if a resident child with an elevated blood lead level was identified?
The owner
15. Is there a plan to relocate such children?
_____Yes No If yes, where?_____
16. Do you (the owner) know if there ever has been a resident child with an elevated blood lead level?
_____Yes _____No Unknown
17. Owner Inspections
18. Are there periodic inspections of all dwellings by the owner? Yes _____No
If yes, how often? Every year or whenever the unit is vacant.
19. Is the paint condition assessed during these inspections? Yes _____No
20. Have any of the dwellings ever received a housing code violation notice?
_____Yes No _____Unknown If yes, describe code violation _____
-
21. If previously detected, unabated lead-based paint exists in the dwelling, have the residents been informed? Yes No Not Applicable

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**Form 5.7
Maintenance Data for Rental Dwellings**

Recorded during onsite investigation

1. Condition of Paint on Selected Surfaces

Building Component	Paint Condition (Intact, Fair, Poor or Not Present) To be Completed by Risk Assessor	Deteriorati n Due to Friction or Impact?	Deteriorati on due to Moisture?	Location of Painted Component with Visible Bite Marks
Building Siding	Intact			
Exterior Trim	Intact			
Window Troughs	Poor	No	No	
Exterior Doors	Fair	Yes	No	
Railings	Fair	Yes	No	
Porch Floors	Poor	Yes	No	
Other Porch Surfaces	Intact			
Interior Doors	Fair (Door to Southeast bedroom is poor)	Yes	No	
Ceilings	Fair		No	
Walls	Intact			
Interior Windows	Fair	Yes	No	
Interior Floors	Fair	Yes	No	
Interior Trim	Intact			
Stairways	Fair	Yes	No	
Radiator (or Radiator Cover)	Intact			
Kitchen cabinets	Intact			
Bathroom cabinets	Fair	Yes	No	
Other surfaces				

If the overall condition of a component is similar throughout a dwelling, that condition should be recorded. If a component in a couple of locations is in poor condition but the overall condition is good or fair, the specific sites of the badly deteriorated paint should be noted. The specific locations of any component with bite marks should be recorded.

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Form 5.7 (Continued)

2. Painting Frequency and Methods

3. Who often is painting completed? Every 5 years.

4. Is painting completed upon vacancy, if necessary?

 x Yes No

a. Who does the painting? x Property Owner Residents
If residents, SKIP to Q.2

b. Is painting accompanied by scraping, sanding or paint removal?
 x Yes No

c. How are paint dust/chips cleaned up? (check one)
 x Sweeping Vacuum Mopping HEPA/TSP/HEPA

5. Is the work area sealed off during painting?

 Yes x No

6. Is furniture removed from the work area?

 Yes x No

7. If no, is furniture covered during work with plastic?

 Yes x No

8. Is there a preventive maintenance program?

 Yes x No

9. Describe work order system (if applicable, attach copy of work order form). There is no formal work order system

10. How are resident complaints received and addressed? How are requests prioritized? If formal work orders are issued, is the presence or potential presence of lead-based paint considered in the work instructions?

11. Resident complaints are received directly by the owner, who then authorizes the maintenance employee to complete the necessary repairs. The presence of lead-based paint is not routinely considered in the repair and maintenance work.

12. Record location of dwellings recently prepared for re-occupancy.

Not Applicable

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**Form 5.1
Building Condition Form**

Condition	Yes	No
Roof missing parts of surfaces (tiles, boards, etc.)		X
Roof has holes or large cracks		X
Gutter or downspouts broken	X	
Chimney masonry cracked, bricks loose or missing, obviously out of plumb		X
Exterior or interior walls have obvious large cracks or holes requiring more than routine painting		X
Exterior siding has missing boards or shingles		X
Water stains on interior walls or ceilings		X
Plaster walls deteriorated		X
Two or more windows or doors broken, missing or boarded up		X
Porch or steps have major elements broken, missing or boarded up		X
Foundation has major cracks, missing material, structural leans or visibly unsound		X
Total	2 (1 see notes)	

If the “yes” column has 2 or more checks, the dwelling is considered to be in poor condition for the purposes of a risk assessment. However, specific conditions and extenuating circumstances should be considered before determining final condition of the building and the appropriateness of a lead hazard screen.

Notes:

Gutter downspout reattached during visit; owner stated that it was due to a recent storm.

1. Dwelling Selection Process

This section is not applicable for this property.

2. Analysis of Previous XRF Testing Report

There is no previous XRF Testing Report; this section is not applicable for this property.

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**Form 5.3
Field Sampling Form For Deteriorated Paint**

Name of Risk Assessor John Doe
 Name of Property Owner Joseph Smith
 Property Address 123 Main Street, Anytown, USA 12345 Apt No. _____
 Sampling Protocol All Dwellings Targeted Worst-Case Random
 Target Dwelling Criteria (Check all that apply)
 Code Violations
 Judged to be in Poor Condition
 Presence of 2 or More Children between Ages of 6 Months and 6 Years
 Serves as Day-Care Facility
 Recently Prepared for Re-occupancy
 Random Sampling
 None of the above

Sample Number	Room	Building Component	Laboratory Result (µg/g) or XRF Reading (mg/cm ²)
1	Southeast Child's Bedroom (Bobby's room)	Window Trough Frame	9.2 mg/cm ² (portable XRF)
2	Front Porch	Floor	0.1 mg/cm ² (portable XRF)
3	Southeast Child's Bedroom (Bobby's room)	Interior Door	5.3 mg/cm ² (portable XRF)
4	Living Room	Window, Trough Frame	7.8 mg/cm ² (portable XRF)
HUD STANDARD			5,000 µg/g or 1 mg/cm ²

Sample all layers of paint, not just deteriorated paint layers
 Total Number of Samples This Page 4
 Page 1 or 1
 Date of Sample Collection 4/1/00 Date Shipped to Lab 4/1/00
 Shipped by _____ Received by _____
 (Signature) (Signature)

Date Results Reported 4/10/00
 Analyzed by Lisa Baker
 Approved by Jim Zimmerman

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**Form 5.4
Field Sampling Form For Dust (Single Surface)**

Name of Risk Assessor John Doe
 Name of Property Owner Joseph Smith
 Property Address 123 Main Street, Anytown, USA 12345 Apt No. _____
 Sampling Protocol All Dwellings Targeted Worst-Case Random

Target Dwelling Criteria (Check all that apply)

Code Violations

- _____ Judged to be in Poor Condition
 _____ Presence of 2 or More Children between Ages of 6 Months and 6 Years
 _____ Serves as Day-Care Facility
 _____ Recently Prepared for Re-occupancy

Sample Number	Room (Record name of room used by the Owner or Resident)	Surface Type	Is Surface Smooth and Cleanable?	Dimensions ¹ of sample area (inches x inches)	Area (ft ²)	Result of Lab Analysis (µg/ ft ²)
1	Play Room Living Room	Floor	Yes	12 x 12	1	79
2	Play Room Living Room	Interior Window Sill	Yes	3 x 33	0.69	150
3	Kitchen	Floor	Yes	12 x 12	1	<25
4	Kitchen	Window Trough	No	3 x 25	0.52	579
5	Bedroom 1 Bobby (Southeast)	Floor	No	12 x 12	1	1,356
6	Bedroom 1 Bobby (Southeast)	Interior Window Sill	No	2.5 x 34	0.59	400
7	Bedroom 2 Jennifer (Southwest)	Floor	Yes	12 x 12	1	29
8	Bedroom 2 Jennifer (Southwest)	Window Trough	No	3 x 33	0.69	600
9	Blank					<25

¹Measure to the nearest 1/8 inch

Total Number of Samples This Page 9

Page 1 or 1

Date of Sample Collection 4/1/00 Date Shipped to Lab 4/4/00

Shipped by _____ Received by _____
 (Signature) (Signature)

HUD Standards 100 µg/ ft² (floors), 500 µg/ ft² (interior window sills), 800 µg/ ft² (window troughs)

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Part III: Lead Hazard Control Options

1. Lead-Based Paint Policy Statement

The owner indicated such a statement would be developed.

a. Name of Individual in Charge of Lead-Based Paint Hazard Control Program:

Joseph Smith

b. Recommended Changes to Work Order System and Property Management

The existing work order system is an informal, verbal one. If painted surfaces will be disturbed during a particular repair job, the painted surface should be tested to determine if it has lead-based paint on it. If it does (or if testing is not completed), the maintenance worker should take the necessary precautions by wetting down the surface and performing cleanup. If the surface area is large or if the work will generate a significant amount of dust, clearance testing should be completed before residents move back into the room. The table below can be used as a general guide in determining whether maintenance jobs are likely to be high risk or low risk.

When work is assigned, the owner or worker should determine whether or not the job is low or high risk and adopt protective measures as needed.

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**Table 17.1 (Taken from HUD Guidelines)
Summary of Low- and High-Risk Job Designations for Surfaces Known or
Suspected to Have Lead-Based Paint**

Job Description	Low Risk	High Risk*
Repainting (includes surface preparation)		
Plastering or wall repair		
Window repair		
Water or moisture damage repair (repainting and plumbing)		
Door repair		
Building component replacement		
Welding on painted surfaces		
Door lock repair or replacement		
Electrical fixture repair		
Floor refinishing		
Carpet replacement		
Grounds keeping		
Radiator leak repair		
Baluster repair (metal)		
Demolition		

* High-risk jobs typically disturb more than 2 square feet per room. If these jobs disturb less than 2 square feet, then they can be considered low-risk jobs.

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**Table 17.2
Summary of Protective Measures for Low-Risk and High-Risk Jobs**

Protective Measure	Low Risk	High Risk
Worksite preparation with plastic sheeting (6 mil thick)	Plastic sheeting no less than 5 feet by 5 feet immediately underneath work area	Whole floor, plus simple airlock at door or tape door shut
Children kept out of work area	Yes	Yes
Resident relocation during work	No	Yes
Respirators	Probably not necessary	Recommended
Protective clothing Note: Protective shoe coverings are not to be worn on ladders, scaffolds, etc.	Probably not necessary	Recommended
Persona hygiene (enforced hand washing after job)	Required	Required
Showers	Probably not necessary	Recommended
Work practices	Use wet methods, except near electrical circuits	Use wet methods, except near electrical circuits
Cleaning	HEPA vacuum and wet clean with suitable detergent around the work area only (2 linear feet beyond plastic)	HEPA vacuum/wet wash/HEPA vacuum the entire work area
Clearance	Visual examination only	Dust sampling during the preliminary phase of the maintenance program and periodically thereafter (not required for every job)

Employers must have objective data showing that worker exposures are less than the OSHA Permissible Exposure Limit of $50\mu\text{g}/\text{m}^3$ if respirators and protective clothing will not be provided.

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Paint chips are now cleaned up by sweeping. Mopping or other wet cleaning methods should be used instead.

If residents are present, the work area should be sealed off so that leaded dust does not enter the living area. Any furniture present should be moved or covered with plastic. Further details are provided in the Appendix. The possible presence of lead-based paint should be considered in all repair and maintenance work.

A lead-based paint inspection should be completed at some point in the future to determine exactly where all the lead-based paint is located so that it can be properly managed.

The Anytown Childhood Lead Poisoning Prevention Program offers a general awareness class in lead-based paint hazards, which both the owner and the maintenance worker should attend. The program also offers the use of a HEPA vacuum and provides advice on respirators and medical surveillance and other lead-related issues (see Appendix).

The practice of examining the condition of the paint annually or upon vacancy is a good one and should be continued.

Since the paint has not yet been completely tested, it should be assumed to contain lead-based paint. The owner should tell residents to report any paint that is peeling, chipping, flaking, chalking, or otherwise deteriorating so that it can be repaired quickly and safely.

1. Interim Control Options and Estimated Costs

The costs shown below include labor, materials, worker protection, site containment and cleanup. These are only very rough estimates that may not be accurate; a precise estimate should be obtained from a certified lead-based paint abatement contractor. I would be pleased to perform clearance testing after this work has been completed at your request.

Hazard A: Window Trough Surfaces

- a. Paint Film Stabilization of both frame and sash \$xx/window
- b. Encapsulation of Exterior Frame with a Liquid Encapsulant Coating plus sash replacement \$xx/window

Hazard B: Leaded Dust On Bobby Jones' Bedroom (Southeast Bedroom) Floor

- a. Dust removal and re-coating hardwood floor with polyurethane \$xx

Hazard C: Deteriorated Lead-Based Paint on the interior door leading to Bobby's Bedroom (Southeast Bedroom)

- a. Paint Film Stabilization plus re-hang door for smooth operation (paint film stabilization alone without door repair is not appropriate) \$xxx

2. Acceptable Abatement Options and Estimated Costs

Hazard A Window Trough Surfaces

- a. Enclosure of window frame with metal panning system plus sash replacement \$xx/window
- b. Replacement of entire window assembly \$xx/window

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- | | |
|--|-------------|
| c. Remove all lead-based paint from entire window assembly using chemical paint removers | \$xx/window |
|--|-------------|

Hazard B: Leaded Dust On Bobby's Bedroom (Southeast Bedroom) Floor

- | | |
|--|------------|
| a. Enclosure of floor with new sub-flooring and tile | \$xxx/room |
|--|------------|

Hazard C: Deteriorated Lead-Based Paint on the interior door leading to Bobby's Bedroom (Southeast Bedroom)

- | | |
|--|-------|
| a. Replace door and door frame | \$xxx |
| b. Encapsulate door | \$xxx |
| c. Replace door and enclose door frame | \$xxx |
| d. Remove lead-based paint from door and door frame chemically | \$xxx |

3. Re-evaluation and Monitoring Schedule

Each of these treatments will need to be reexamined periodically to make certain that they remain effective and to ensure that new lead-based paint hazards do not appear. The interim controls shown above are less expensive initially, but they may be more expensive in the long run since they need to be reevaluated more frequently. The replacement and paint removal methods are more expensive initially, but do not require any reevaluation.

The owner should monitor the condition of the paint at least annual annually or if there is some indication that paint might be failing.

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Part IV: Site-Specific Lead Hazard Control Plan

1. Lead Hazard Control Option To Be Implemented in This Property

Hazard A: Window Trough Surfaces

Paint Film Stabilization of both frame and sash

Hazard B: Leaded Dust On Bobby Smith's Bedroom (Southeast Bedroom) Floor

Dust removal and re-coating hardwood floor with polyurethane

Hazard C: Deteriorated Lead-Based Paint on the interior door leading to Bobby's Bedroom
(Southeast Bedroom)

Replace door and door frame

2. Training Plan for Managers, Maintenance Supervisors and Workers

The part-time worker will attend the lead awareness class offered by the Anytown Childhood Lead Poisoning Prevention Program to learn how maintenance work can be conducted safely when dealing with lead-based paint. The owner has agreed to attend the same class. The Appendix to this report contains brochures with the relevant information.

3. Method of Resident Notification of Results of Risk Assessment and Lead Hazard Control Program

The owner will provide the summary of this report to the residents in the dwelling. The brochure in the Appendix will be provided to the residents. The owner will explain to the resident that the lead hazards at the property will be corrected within two weeks. The dwelling will be tested after the work has been completed to make certain that it was effective. After the work has been completed and clearance established, a certificate will be appended to this report.

4. Signatures (Risk Assessor and Owner), Date and Certificate of Lead-Based Paint Compliance

Joseph Smith, Owner
(Date)

John Doe, Certified Risk Assessor
(Date)

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SUMMARY OF HAZARDOUS REDUCTION ACTIVITIES

Name of Firm:	ABC Contracting, Inc.
Address of Firm	100 River Road Anytown, USA 12345
Supervisor:	Sam Jones X98765
State LBP Number:	0000
Start and Completion date of hazard reduction activity or completion activity	May 1 – May 6, 2000

DESCRIPTION OF HAZARD REDUCTION ACTIVITIES AND AREAS ADDRESSED:

Exterior: Stabilization of trim, decks enclosed.
 Exterior window trim enclosed.

Interior: Standard treatments with sash replacement.

See Appendix A for component-by-component listing of treatments.

MONITORING REQUIREMENTS:

Exterior: Stabilized areas should be inspected yearly and all deteriorated paint repaired.

Interior: Inspect stair components for physical damage yearly.

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VISUAL EVALUATION RESULTS FORM

Inspection: May 6, 2000

LOCATION OF DEFECTS IN THE WORK AREA

Work Area	Pass/Fail	Deteriorated Paint	Debris	Visible Dust	Notes
Exterior Front porch	Pass/Fail				
Exterior Rear Porch	Pass/Fail				
Foyer	Pass/Fail				
Living Room	Pass/Fail				
Dining Room	Pass/Fail				
Kitchen	Pass/Fail				
Stairwell	Pass/Fail				
Second Floor Hallway	Pass/Fail				
Bedroom 1	Pass/Fail				
Bedroom 2	Pass/Fail				
Bathroom	Pass/Fail				

NOTE: IF ANY DEFECTS ARE IDENTIFIED THEY MUST BE CORRECTED PRIOR TO SAMPLING FOR DUST LEAD LEVELS.

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DUST SAMPLING RESULTS FORM

Date of Collection: May 6, 2000

Sample	Location	Surface	Dimensions of Sample Area	Lead µg /ft²	Above/ Below Standard
2136-1	Upstairs small bedroom #12	Window (C- 2)	4" x 18"	110	Below
2136-2	Upstairs small bedroom #12	Floor under C-1 window	12" x 12"	25	Below
2136-3	Upstairs bedroom #15	Window (C-1)	4" x 18"	95	Below
2136-4	Staircase/ Landing #10	Floor	12" x 12"	40	Below
2136-5	Kitchen #7	Floor under A-1 window	12" x 12"	ND	Below
2136-6	Kitchen #7	Window (A-1) sill	4" x 18"	160	Below
2136-7	1 st Foyer	Floor	12" x 12"	30	Below
2136-8	Blank	Blank	12" x 12"	ND	Pass

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MODEL DOCUMENT #12:

SINGLE FAMILY LEAD HAZARD EVALUATION NOTICE

Address/location of property or structure(s) this lead hazard evaluation notice applies to:

Lead-Based Paint Hazard Risk Assessment Description:

Date of Risk Assessment: _____

Summary of Risk Assessment Results:

_____ No lead-based paint hazards were found.

_____ Lead-based paint hazards were found. A brief summary of the findings of the risk assessment is provided below.

Summary of types and locations of lead-based paint hazards. List at least the bare soil locations, dust-lead locations, and/or building components with paint deterioration (including room and substrate underneath the paint) or other lead hazards:

Bare Soil Location	Hazard		
Lead Dust Location	Hazard		
Building Components	Location	Substrate	Hazard

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Contact person for more information about the risk assessment:

Printed name: _____
Signature: _____
Date: _____
Organization: _____
Street: _____
City & State _____
Zip _____
Phone #: _____

Person who prepared this notice:

Printed name: _____
Signature: _____
Date: _____
Organization: _____
Street: _____
City & State _____
Zip _____
Phone #: _____

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MODEL DOCUMENT #13:

SINGLE FAMILY LEAD HAZARD PRESUMPTION NOTICE

Notice That Lead-Based Paint or Lead-Based Paint Hazards are Presumed to be Present

Address/location of property or structure(s) this notice of presumption applies to:

Types of Presumption (Check all that Apply)

- (a) Lead-based paint is presumed to be present.
- (b) Lead-based paint hazard(s) is (are) presumed to be present.

Summary of Presumption. List at least the bare soil locations, dust-lead locations, and/or building components (including room and substrate underneath the paint), and types of lead-based paint hazards presumed to be present:

Bare Soil Location	Hazard		
Lead Dust Location	Hazard		
Building Components	Location	Substrate	Hazard

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Contact person for more information about the presumption:

Printed name: _____
Signature: _____
Date: _____
Organization: _____
Street: _____
City & State _____
Zip _____
Phone #: _____

Person Who Prepared this Notice of Presumption

Printed name: _____
Signature: _____
Date: _____
Organization: _____
Street: _____
City & State _____
Zip _____
Phone #: _____

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MODEL DOCUMENT # 14**

RELOCATION PLAN AND AGREEMENT (OPTIONAL)

Because lead hazard reduction work in older homes can generate lead-contaminated dust that could be dangerous to occupants, particularly young children, it will be necessary to temporarily relocate your family during this phase of the rehabilitation and renovation work. To help reduce the financial and emotional burden of temporary relocation, this agency provides some funding to offset the cost of packing personal belongings, storing furnishings, moving out and back into the home when work is complete and, in cases where the family has no alternative housing to live in, temporary "lead-safe" housing.

The following worksheet identifies potential benefits you may be entitled to under the program if you must be temporarily relocated during lead hazard control work. While these benefits may not fully cover all expenses, they represent a major contribution towards the financial burden of relocation.

Packing Supplies Allowance _____ rooms @ \$36/room	\$ _____
Storage of Furniture _____ ft x _____ ft _____ _____ _____ _____	\$ _____ (name of storage facility) (street address of facility) (city, state, zip of facility) (phone number of facility)
Moving Service/Company Allowance _____ rooms @ \$175/room	\$ _____
Temporary Lead-Safe Housing _____ days @ \$295/day	\$ _____
Miscellaneous Costs	\$ _____
Subtotal	\$ _____
Contingency (10 percent)	\$ _____
Total Relocation Benefit	\$ _____

AGREED TO BY: _____ **DATE:** _____
(Owner/Occupant)

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**MODEL DOCUMENT #15:
PRE-CONSTRUCTION CONFERENCE CHECKLIST**

Date: _____

Property Owners: _____

Rehab Specialist: _____

Address: _____

Phone: _____

Phone: _____

Fax: _____

Pager: _____

E-Mail _____

Contractor Name: _____

Contract Amount: _____

Address: _____

Phone: _____

Fax: _____

Pager: _____

E-Mail: _____

Pre-construction Conference Attendees:

Items Covered in the Pre-construction Conference:

- _____ Final Location by Location Review and Agreement on Work Write-Up
- _____ Review and Completion of Owner Selection Sheet
- _____ Construction Roles Agreement
- _____ *Occupant Protection and Temporary Relocation (if necessary)*
- _____ *EPA Lead Hazard Information Pamphlet Distributed*
- _____ Removal of Furnishings
- _____ Correspondence Procedures
- _____ Designation of Responsible Individuals (_____)
- _____ Changes (Change Orders, Clarifications and Contract Modifications)
- _____ Accident Prevention Program (including name of responsible supervisor)
- _____ Payments Procedure Review
- _____ Our Program Regulations and General Conditions Review
- _____ Execute Construction Roles Agreement
- _____ Documents Required under the Contract
 - Building Permit Applied for
 - Warranties
 - Liability Insurance
 - Worker Compensation

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- _____ Saturday, Sunday, holiday and night work
- _____ Review of Construction Schedule
- _____ Required Progress Inspection Checklist
- _____ Equal Employment Opportunity Poster given (if over \$10,000)
- _____ Affirmative Action Plans
- _____ Section III Requirements
- _____ Initial Notice of Construction Mortgage (state specific)
- _____ Notice of Construction Mortgage Requisition (state specific)

Additional Items Covered in Conference:

I (we) the undersigned, have on this date _____ participated in a pre-construction conference prior to the signing of a contract for the rehabilitation of my (our) property. I (We) acknowledge that I (we) understand the terms of the contract, the explanation of the work to be performed by the contractor, the role of the contractor, the roles of the loan officer and the construction Specialist, and my (our) responsibility (ies) during the construction phase. I (We) have been given adequate explanation of our questions, if any. I (We) further understand and acknowledge that Our Program and its employees, officers, directors, volunteers, agents, and successors and/or assigns, assume no responsibility for the work performed and do not warrant any work performed.

_____	_____	_____
Witness	Homeowner Signature	Date
_____	_____	_____
Witness	Homeowner Signature	Date

I, the undersigned, hereby certify that the pre-construction conference was held on this date between the homeowner(s), construction specialist, and the undersigned General Contractor. I understand the procedures to be followed for change orders and requests for payment and inspections. I understand and agree that the work performed must meet the standards of performance required by Our Program and established by the General Requirements, Work Write-Up and Agency/Contractor Agreement

_____	_____
General Contractor	Date

I, the undersigned, hereby certify that I participated in a pre-construction conference this date.

Our Program _____ Construction Specialist _____ Date _____

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MODEL DOCUMENT #16:

CLEARANCE REPORT

Blank Report Form

The following is a blank report form that you can use to write your clearance reports. Photocopy it as needed, fill in the appropriate information, and attach appropriate reports and handouts.

1. Fill out the cover page:
 - Name of your firm with contact information and certification number
 - Name and certification number of the Lead Sampling Technician
 - Client and property information
 - Name, address, and certification number of the lab used
 - Summary table with results of the dust sampling. Only copy in the items that did not pass clearance.
2. Attach the following:
 - Dust Sampling Results form (from the lab)
 - Visual Assessment Form (from your visual assessment)
 - Understanding Your Report (included in this blank form)
 - Handouts (also included in this blank form)

Handouts

The handouts included in the blank report form are useful fact sheets that can be given to clients to provide additional information about lead-based paint and how to address it. They can be given to clients before the exam and they can also be attached to reports as shown in Appendix C. The handouts include:

- Handout 1: What Are the Sources of Lead in Your Home?
- Handout 2: Cleaning Up
- Handout 3: Safe Repair and Maintenance of Lead-Based Paint
- Handout 4: Ongoing Monitoring and Maintenance
- Handout 5: Frequently Asked Questions

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Name, Address and Phone Number of the Clearance Firm:

Firm certification number: _____

CLEARANCE EXAMINATION REPORT

Date of inspection:	
Lead Sampling Technician:	
Certification number:	
Property address:	
Apartment:	
Client name:	
Client address:	
Laboratory:	
Address:	
Telephone number:	
NLLAP number:	

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SUMMARY RESULTS

Lead-contaminated dust was found in the following areas:

Location	Surface	µg lead/ft²

Signature: _____ Date: _____

VISUAL ASSESSMENT

Date of clearance:	
Clearance Technician:	
Client:	
Property address:	

Location	Identify visible areas of dust, paint chips, painted debris, and deteriorated paint. <i>(Note location: walls, ceiling, floors, doors, windows, trim, cabinets, etc.)</i>
Entry Area	
Living Room	
Dining Room	
Kitchen	
Common Area	
Bedroom #1	
Bedroom #2	
Bath #1	
Exterior	

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Attach Laboratory Results Here.

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Understanding Your Report

1. The Summary Results section lists all of the areas that failed the clearance examination. The entire area represented by the sample needs to be re-cleaned and then re-tested to see if the cleaning removed the contaminated dust.

Written information on proper cleaning, monitoring, addressing sources of lead in the home, and safe repair of paint are included with this report. Further information can be obtained by contacting the National Lead Information Center Clearinghouse at 1-800-424-Lead (1-800-424-5323). You may consider hiring a risk assessor to evaluate lead hazards in your home and prepare a lead hazard control plan. Risk assessors in your area can be located through the Lead Listing at 1-888-Leadlist (1-888-532-3547).

2. The laboratory result forms attached to the report list all of the areas sampled inside and outside the dwelling and the laboratory analysis results for each sample.
3. The results of dust wipe samples are presented in micrograms per square foot ($\mu\text{g}/\text{ft}^2$); soil samples are presented in micrograms per gram $\mu\text{g}/\text{g}$.
4. Areas that failed the clearance examination showed lead levels in dust or soil at or above Federal guidance, HUD standards, or state standards. The guidance and standards that were used for this clearance examination are:

Federal (EPA) Guidance for Lead in Dust

Floors: 100 $\mu\text{g}/\text{ft}^2$
Interior window sill (stool): 500 $\mu\text{g}/\text{ft}^2$
Window trough: 800 $\mu\text{g}/\text{ft}^2$

HUD Standards for Lead in Dust*

Floors: 40 $\mu\text{g}/\text{ft}^2$
Interior window sill (stool): 250 $\mu\text{g}/\text{ft}^2$
Window trough: 800 $\mu\text{g}/\text{ft}^2$

* For dwellings that receive funding from the U.S. Department of Housing and Urban Development (HUD), standards set by HUD may apply.

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Handout #1

What Are the Sources of Lead in Your Home?

There are four major sources of lead that can pose a health hazard to people in and around the home. The sources are:

1. **Lead-based paint.** Lead-based paint can be found in housing built before 1978. It can be a hazard, especially if it deteriorates or, if it is disturbed during maintenance or normal wear and tear. If lead-based paint is peeling, chipping, chalking or cracking, it will create lead-contaminated dust that poisons children through normal hand-to-mouth activity. Children may also eat paint chips or chew on painted surfaces that are accessible to them, resulting in poisoning. Even lead-based paint that appears to be in good condition can be a problem if it is on surfaces that get a lot of wear and tear, such as door jambs and window tracks. It is important to remove the causes of deteriorating paint such as water leaks. Repair areas where lead paint is deteriorating by repainting using a good latex paint or lead sealer. (See Handout #3 on safe paint repair).
2. **Lead-contaminated dust.** Lead-contaminated dust is created when lead-based paint is sanded or scraped during maintenance or repair, or just through every day wear and tear. When maintenance or renovation takes place, the dust from these operations settles on surfaces such as floors, countertops, window sills and furniture. If the paint being worked on contains lead, the lead is deposited on surfaces as dust. Window tracks and door jambs can be another source of lead-contaminated dust. If these components rub during normal opening and closing, lead-contaminated dust can be created and deposited on surfaces throughout the home. Lead from work done on house exteriors can be tracked into the home, becoming an additional source of lead dust. After routine home maintenance or remodeling renovation and painting, the home should be thoroughly cleaned to remove any dust that may be left behind because it may contain lead. Lead dust sampling should then be performed to verify that the cleaning was effective.
3. **Lead-contaminated soil.** Soil can become contaminated when exterior lead-based deteriorates and gets into the soil. Homes near certain industries such as smelters or battery manufacturers may have lead into the soil as a result of these operations. Past use of leaded gasoline has also left lead deposits in our nation's soil. Playgrounds and gardens should not be placed in areas where the soil is contaminated with lead. Soil can be tracked into the home so it is important for workers to clean shoes or remove them before entering the home.
4. **Lead-contaminated drinking water.** Drinking water can be contaminated with lead, regardless of the water's source. Many faucets in homes and on store shelves contain leaded components that can leach lead into the water. Leaded solder in household piping and leaded components in well pumps have been in use for many years, and continue to leach lead into the drinking water of thousands of homes even today. Many public water delivery systems still have old lead piping through which the water must pass before it reaches the home. Water with a high pH has a tendency to leach more lead than water with a neutral pH, and warm water leaches more lead than cold. Allow cold water to run before drinking.

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The following are sources of information about lead-based paint in your home:

- National Lead Information Center (NLIC) – 1-800-424-LEAD (1-800-424-5323). NLIC is a clearinghouse for information on lead. They provide copies of pamphlets, reports, and other resources.
- Safe Drinking Water Hotline – 1-800-426-4791. This hotline provides information and assistance to the public on safe drinking water.

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**Handout #2
CLEANING UP**

It is very important to use proper cleanup procedures at the end of any remodeling, repainting, or maintenance job. Dust and paint chips left behind at the end of the job may contain lead and may endanger children. Have dust wipe samples collected at the end of the job to be sure that it is safe for children to return.

Cleaning the Work Area

1. Pick Up Work Area

- Pick up large chips with damp paper towel.
- Mist then push dust into dust pan.

2. Pick Up Protective Sheeting

- Clean off protective sheeting. Fold dirty side inward (dirty side to dirty side). Dispose of protective sheeting at the end of each job. Protective sheeting may be used again within the same work area if it has not already been folded.

3. Vacuum

- HEPA vacuum all horizontal surfaces—slowly.
- Vacuum all ledges, sills, stools, molding tops, dusty surfaces, etc.
- Vacuum floor under work area. Use vacuum corner tools in corners, cracks of trim, and between floor boards.
- Vacuum floor with floor brush and carpet with a carpet tool.
- Important: Vacuum carpet very slowly.

4. Mist and Scrub

- Wet rag with detergent then wring out.
- Mist surface or rag as you clean.
- Lead needs scrubbing, not just wiping.

5. Rinse Rag

- Squeeze rag into empty side of split bucket. Rinse out rag. Squeeze into empty side. Repeat as needed.
- Change rinse water often. Use paper towels first if surfaces are very dirty. Replace rag when it looks dirty.
- Recommendation: Make a final pass with a HEPA vacuum.

Cleaning Floors

1. Mist and Scrub

- At start of cleaning, soak mop in detergent water then mist small area with detergent before mopping.
- Scrub with mop.
- Squeeze mop into empty bucket then rise in rinse water. Rinse often. Squeeze out and rinse again. Mop small areas at a time.

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2. Rinse

- Repeat above process using clean water rather than detergent. When cleaning up a work site, use a new mop head for rinse stage.
- Recommendation: Make a final pass with a HEPA vacuum.

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Handout #3

Safe Repair and Maintenance of Lead-Based Paint

Repairing, removing or maintaining lead-based paint improperly can spread lead-contaminated dust throughout the home. It is very important to use safe work methods when working on surfaces that may contain lead-based paint.

1. **Use the proper equipment.** You will need the proper tools and supplies to do the job correctly. In addition to tools such as scrapers and putty knives, it is important to have: A HEPA vacuum (a vacuum equipped with a very fine filter capable of filtering very small particles of lead); double sided mop bucket and mop; a good household detergent; ample disposable paper towels or rags; plastic sheeting; tack cloth; disposal waste bags; wet sanding blocks; and misting bottle filled with water.
2. **Set up the work area property.** The key is to contain the dust and debris created by the work. Create a barrier between the work area and the rest of the house. Use plastic sheeting over the doorways to seal off the area and protect the rest of the house from exposure. Work over a plastic drop cloth (never use cloth) to catch any debris created as a result of paint removal. Wear disposable shoe covers and remove them before exiting the work area, or step onto a tack cloth to remove paint chips and dust from the soles of shoes. Keep doors and windows closed to prevent dust from blowing and close off vents to central air or heating systems to avoid spreading dust to other parts of the house. Remove all furniture, or cover tightly with plastic sheeting. Do not allow children or pregnant women into the work area.
3. **Safe work practices.** Never remove lead-based paint by dry-sanding, dry scraping or burning. Use power sanders, grinders, and planers only with a HEPA exhaust attachment. Using your misting bottle, wet the painted surface before sanding with a wet sanding block, or scraping. Be sure to work over a plastic drop cloth to catch any large particles. Do not eat, smoke or chew gum while working.
4. **Clean as you work.** Be sure to wet clean the areas you are working on as you go along. Though it will be necessary to clean the entire house at the end of the project, it is important to clean as you work in order to keep lead-contaminated dust from spreading. Clean using a good household detergent. Rinse your cleaning utensils in clean water.
5. **Proper disposal.** When the work is done, mist the plastic sheeting with water to keep down the dust. Roll the plastic sheet up, keeping the dirty side in. Pick up any paint chips or other debris that may have fallen elsewhere. Be sure to place all disposable items used in the repair and clean up into plastic waste bags. The bags must be tightly sealed and properly can be disposed of with the household trash*. Once the bags are sealed, do not reopen them.
6. **Have dust sampling done.** You should have dust sampling done after all renovations, painting, maintenance and cleaning activities. The results of this test will tell you if your work practices and final cleaning have been effective at removing lead-contaminated dust. Since lead dust levels in the home may change over time, it is strongly suggested that you perform dust testing periodically to help safeguard your family. If lead-contaminated dust levels begin to rise, re-inspect the home for deteriorating paint, repair where necessary repeating the steps outlined in this fact sheet, and be sure to wet clean thoroughly.

* Check with your State lead program to make sure that there is no regulation prohibiting this.

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Handout #4

Ongoing Monitoring and Maintenance

Take the following steps to make sure that paint is not deteriorating in your home and creating lead-contaminated dust and paint chips. This will help prevent children from being lead poisoned.

1. Regularly Check Repairs for Deterioration, Paint Chips, and Dust

Property owners should regularly monitor painted surfaces where maintenance or improvements were

performed. Check to see if:

- New evidence of deterioration or paint failure is present.
- The cause of the problem was corrected.
- Lead dust hazards are present. Important: This can only be done by dust wipe sampling.

2. Maintain Surfaces and Thoroughly Clean

Then:

- Perform repairs, as needed, to maintain surfaces in a smooth and cleanable condition using safe work methods; and
- Clean the area thoroughly using safe cleaning practices.

3. Methods of Monitoring

Follow these steps to check your work:

- **Conduct Visual Check.** Look for deterioration, paint failure, dust and paint chips.
- **Test for Lead Dust.** Have dust wipe samples taken to check for dust that may be contaminated with lead. A test is needed to determine when dust contains harmful amounts of lead.

4. When to Monitor?

- **Annually.** Perform a visual check of past repairs and improvements involving painted surfaces.
- **During Unit Turnover or Routine Maintenance.** Perform a visual check of past repairs and improvements involving painted surfaces.
- **Every Two Years.** Get a dust wipe done at least every two years. This type of test is strongly recommended when a young child or pregnant women lives in the home.

5. Why is it Important to Monitor and Maintain Work?

Monitoring and maintenance helps:

- Plan and implement maintenance tasks
- Protect occupants and neighbors, particularly children, from lead exposure
- Give owner, contractors, and residents a record of the condition of the unit

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**Handout #5:
Frequently Asked Questions about Clearance Examinations**

Question	Answer
1. If lead-contaminated dust was found to be below Federal standards, does that mean that my property is “lead-free?”	No. Lead-based paint may be present. The lower levels can still be dangerous, and the sources of dust may still be present. Because the clearance tested for levels of lead in dust at the time samples were taken, the levels could change over time.
2. The results indicated that lead was undetectable, is my property “lead-free?”	No, only paint testing can determine for certain whether a property is free of lead-based paint. A clearance test only tests for the presence of lead in dust at the time of testing. Lead in dust could exist later.
3. Where did the dust come from?	Dust can come from many sources including renovation or maintenance work, lack of regular cleaning, deteriorated painted surfaces, or sources from outside the property. The test does not evaluate the quality or effectiveness of renovation or maintenance or the state of existing building conditions. Only a certified/licensed risk assessor is qualified to determine the source of lead dust. If the clearance test occurred right after maintenance or renovation work was done, a thorough re-cleaning and second clearance test may be the most prudent course of action.
4. What kind of cleaning will remove the lead dust?	See the advice on proper cleaning is also provided as Handout #2.
5. Who is responsible for removing the dust?	The property owner is ultimately responsible. If the owner has an agreement with a contractor who just performed work, the contractor may have to perform another cleaning and have the clearance test conducted again.
6. The clearance report shows lead in dust above the Federal standards. What should I do?	The answer to this question depends on whether clearance was performed for HUD-related work or not. For non-HUD projects: There are no regulatory requirements to respond to lead-contaminated dust. However, a proper re-cleaning is recommended to remove the lead-contaminated dust and make the home safe for occupancy. A second clearance test after re-cleaning is recommended. A property owner must disclose to future occupants or potential homebuyers the results of the clearance testing. If a second clearance test shows levels below the standards, this result should also be disclosed to show that you have dealt with the lead hazard. For HUD-related clearance. Proper re-cleaning followed by another clearance examination is required. The unit must be re-cleaned and clearance performed until the clearance shows no lead dust above the HUD standards. If the clearance examination identifies lead-contaminated dust, owners of rental properties must inform the occupants of the results of the clearance examinations even if the lead dust was successfully removed. It is important that occupants be aware that there has been lead-contaminated dust in the property because it could occur again in the future.
7. What should I do to monitor the lead-based paint hazards?	If paint is disturbed in the future, follow lead-safe work practices and conduct clearance again. If a child under six or a pregnant woman moves into the unit, consider having dust wipe samples collected and tested for lead-contaminated dust. If you want to know more about lead hazards or lead-based paint in the unit, consider hiring a certified risk assessor or lead paint inspector.
8. Should I keep the report? For how long?	The report should be kept as a reference in case issues arise later. For example, you may need it to comply with Federal disclosure requirements if you rent or sell your home. For work on HUD projects, the report documents whether a unit meets HUD requirements for clearance after rehabilitation or maintenance. In any case, it is most prudent to plan to keep the report indefinitely.

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MODEL DOCUMENT #17:

RE-OCCUPANCY AUTHORIZATION

Via: Fax, E-mail, Phone, Hard Copy

AS A RESULT OF ENVIRONMENTAL DUST LEAD SAMPLING CONDUCTED ON _____, 2000, YOUR HOUSE HAS SUCCESSFULLY PASSED THE DUST LEAD LEVEL CLEARANCE THRESHOLDS FOR FLOORS, INTERIOR WINDOW SILLS AND WINDOW TROUGHS. THEREFORE, YOU ARE HEREBY AUTHORIZED TO RE-ENTER THE SITE FOR FINAL INSPECTION AND SUBSEQUENT RE-OCCUPANCY AS OF _____ P.M. ON _____, 2000.

Signed _____

Date _____

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MODEL DOCUMENT #18:

SAMPLE LEAD HAZARD REDUCTION NOTICE

Address/location of property or structure(s) this summary notice applies to:

Summary of the hazard reduction activity:

Start and completion date(s): _____

Activity locations and types. List at least the bare soil locations, dust-lead locations, and/or building components (including type of room or space and the material underneath the paint), and types of lead hazard reduction activities performed at locations listed:

See Attachment A – Lead Hazard Reduction Score of Work

Date(s) of clearance testing: _____

Locations of building components with lead-based paint remaining in the rooms, spaces or areas where activities were conducted:

COMPONENT	LOCATION

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Summary of results of clearance testing and soil analyses:

1. ____ No clearance testing was performed.
2. ____ Clearance testing showed clearance was achieved.
3. ____ Clearance testing showed clearance was not achieved.

Contact person for more information about the hazard reduction:

Printed name: _____

Signature: _____

Date: _____

Organization: _____

Street: _____

City & State _____

Zip _____

Phone #: _____

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MODEL DOCUMENT #19:

**REQUEST FOR PROPOSALS/REQUEST FOR QUALIFICATIONS –
SUGGESTED CRITERIA FOR LABORATORIES, RISK ASSESSORS,
TRAINING ORGANIZATIONS AND MOVING AND STORAGE
COMPANIES**

**I. ANALYTIC LABORATORIES: PROCESSING OF LEAD HAZARD
SAMPLES**

- A. Minimum Requirement:
- National Lead Laboratory Accreditation Program (NLLAP) Approval
- B. Required Submission:
- NLLAP Certification
 - Example of supply kit and result reports
 - Unit Price Proposal
- C. Selection Criteria:
- Cost per sample for: 4 hour sample turnaround
1 day sample turnaround
2 day sample turnaround
 - Supplies cost/source
 - Turnaround time on clearance samples including reporting of results
 - Experience in processing dust, soil, paint chips and TCLP samples
 - Training opportunities
- D. Unit Price Proposal:
- Basis: 20 – 40 units/2 year contract
 - Approximate # of samples per unit
 - 7 dust samples
 - 1 soil sample
 - 7 dust samples with expedited reporting
 - 3 dust samples with expedited reporting
- Dust sample \$_____ ea. 2 day turnaround
- Soil sample \$_____ ea. 2 day turnaround
- Dust sample \$_____ ea. Expedited turnaround (1 day maximum)

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II. RISK ASSESSORS

A. Minimum Requirement:

- EPA certification and state license (where required)
- Access to an XRF instrument not requiring substrate correction on wood, plaster or masonry

B. Required Submission:

- Interview
- Interim Control Risk Assessments: 3 copies of example reports
- Draft of Notice of Lead Hazard Reduction and Clearance Report
- Unit Price Proposal

C. Selection Criteria:

- Knowledge of HUD Lead Based Paint Regulation (24 CFR Part 35)
- Cost per unit for risk assessment and clearance examination
- Willingness to discuss lead hazard control options with rehab staff prior to issuance of final report
- Understanding of housing rehabilitation

D. Unit Price Proposal:

- Basis: 20 – 40 units per year at approx. 1 – 3 per week/ 1 year contract
- Per Household: Risk Assessment \$ _____
 Clearance Examination \$ _____

E. Interview Questions:

1. What is the deminimis for bare soil? (9 ft²)
2. When do chewable surfaces require treatment? (Never unless a child under 6 resides in the home and corresponding bite marks are identified in building)
3. When is a clearance test not required? (Whenever safe work practices are not required, i.e. less than de minimis maintenance or \$0 - \$5,000 rehab.)
4. How many interior dust samples are required after an exterior siding paint stabilization? (None – visual inspection of soil only)
5. If no exterior work that will disturb paint is planned in a job over \$25,000, what is the minimum exterior siding treatment? (Paint stabilization)
6. How many dust samples are required for a 3 bedroom, 7 room house? (8 – 3 floor, 2 sill, 2 trough, 1 plank)

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III. TRAINING ORGANIZATIONS

A. Minimum Requirement:

- EPA-approved trainers for EPA courses
- Accreditation certificate (where applicable)

B. Required Submissions

- Agenda for each course
- Staff resume in training and lead hazard reduction
- Per delivery training cost

C. Selection Criteria:

- Knowledge of Title X requirements and protocols
- Cost of training delivery per person
- Ability to “make contact” with target audience of workers, rehab specialists and inspectors
- Ability to provide Train the Trainer sessions

D. Unit Price Proposal:

- Basis: Per training delivery

Provide turn key cost including preparation, trainer travel and delivery for up to 36 participants for the following trainings:

1 Day HUD Regulation Overview	\$ _____
1 Day Lead Worker Training – HUD Approved	\$ _____
2 Day EPA Abatement Worker	\$ _____
5 Day EPA Risk Assessor	\$ _____
Additional Participant Manuals	\$ _____ ea.

(Travel and meeting room expenses at direct cost)

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IV. MOVING AND STORAGE COMPANIES

- A. Minimum Requirement:
- State license
 - Control over bonded warehouse
 - Insurance @ \$25,000 per occurrence for damage or loss including during storage at replacement value of item.
- B. Required Submissions:
- Unit price proposal
 - Photograph of storage facility
 - Proof of insurance
- C. Selection Criteria:
- Ability to provide multiple, responsive local moving and packing services
 - Cost per typical unit
 - Insurance coverage
- D. Unit Price Proposal:
- Basis: 20 – 40 units per year/1 year contract
1. 1 Bed/1 Bath Apartment – Temporary Relocation
- Provide moving services from unit to storage facility and back to unit on 24 hour notice, weekdays only
- move \$ _____ per round trip
2. Packing Materials Kit for Occupants
- 6 – 24 x 18 x 16 boxes
10 – 10 x 14 x 15 boxes
2 wardrobe boxes
1 50' roll of bubblewrap
1 roll packing tape
- \$ _____ per kit
3. Insured and Bonded Storage
- 1 week – 10' x 12' x 8' \$ _____ /wk
Additional days \$ _____ /day each

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MODEL DOCUMENT #20

SINGLE FAMILY LEAD REQUIREMENT WORKSHEET

1. The Property is eligible for the following exemptions:

Post December 31, 1997 Construction	YES / NO
Emergency Actions Only	YES / NO
Vacant Unit to be Demolished	YES / NO
Zero-Bedroom Unit	YES / NO
Dedicated Elderly Housing	YES / NO
Dedicated Disabled Housing	YES / NO
Previous Total De-leading	YES / NO Date: _____
No Lead Paint	YES / NO
No Paint Disturbed	YES / NO

2. Per-Unit Level of Assistance

Federal Funding	\$ _____
Total Estimated Per-Unit Hard Cost	\$ _____

3. Strategy Required (Based on Lower of Federal Funding or Rehab Hard Costs)

\$0 - \$5,000	Do No Harm (Test & Repair)
\$5,001 - \$25,000	Assess and Interim Control
\$25,0001 and above	Assess and Abatement

4. Exceptions from Certain Requirements

	YES / NO
Elderly Occupant (Relocation Waiver)	YES / NO
Historic Residence (Interim Control Only)	YES / NO
No Exterior Paint to be Disturbed (Exterior Paint Stabilization Only)	YES / NO
No Children Under 6 (No chewable or play area treatments)	YES / NO
No Bite Marks (No chewable surface treatments)	YES / NO
Less than Diminimis (Exterior: 20 ft ²)	YES / NO
Less than Diminimis (Interior Rooms: 2 ft ²)	YES / NO
Less than Diminimus (Components: 10% of surface area)	YES / NO

Calculated by: _____ Date: _____

I have evaluated the site, the specifications and estimated the rehab hard costs. In my opinion this project meets the above requirement.

Signature

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MODEL DOCUMENT #21:

WAIVER OF RELOCATION

1. A. I AM ELIGIBLE.

I hereby state that I am at least 62 years old and therefore I am eligible for a waiver from the relocation requirements.

B. LEAD REDUCTION IS DANGEROUS

Lead hazard reduction creates small particles of lead dust that may be inhaled or ingested. If hand-to-mouth activities like eating, drinking, smoking or applying cosmetics are carried out during the time of intervention, it is extremely likely that I will receive exposure to poisonous lead particles. There is great potential for exposure to very great quantities of lead dust due to accidents and failure of workers to conform to safe work practices 100% of the time. I understand I may be exposed to lead poisons and a subsequent increase in my blood lead level.

2. I REFUSE TO RELOCATE

Even though the house will become exceedingly contaminated during the work, I refuse to relocate my home. I wish to remain in my dwelling during the lead hazard reduction.

3. I REQUEST HOME REPAIRS

I demand to pursue my loan or grant to repair the damaged parts of my home. I demand that my eligibility be maintained and that I receive these benefits notwithstanding the potential hazards.

4. NO CHILDREN OR PREGNANT WOMEN WILL VISIT DURING INTERVENTION.

I agree that no children under the age of twelve or pregnant women will be allowed in my house from the start of the renovation activities until it has been cleaned below the clearance threshold. This denial of entry shall include family members, guests and neighbors and apply at all times.

5. I WAIVE ALL RIGHTS TO DAMAGES.

I agree to hold harmless the CDC, the local government and the federal government from any damages due to lead poisoning of myself, of any pregnant woman or any child in return for the right not to have to leave my home for an extended time during the lead hazard reduction.

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_____ Occupant	_____ Date	_____ Witness	_____ Date
_____ Occupant	_____ Date	_____ Witness	_____ Date

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PRESUME OR TEST?

The factors to consider when deciding whether to presume the presence of lead-based paint and/or hazards include the probability of lead-based paint. Older buildings, especially those built before 1950, are more likely to have lead-based paint. Properties in poor condition are likely to have conditions that may be hazards if lead-based paint is present.

The health department and local risk assessors can offer rough estimates of the probability of lead paint in kitchens and baths, on exteriors, and on painted floors and interior trim. Lead checks can be used to get a rough idea of leaded surfaces during an initial inspection. What is the cost differential between the additional expense of standard treatments (above the cost of interim controls that address lead-based paint hazards) and the cost of a risk assessment?

- For a very small job, such as repainting one room or rehanging a door, it may cost little to use safe work practices and a lot more for an evaluation.
- For a large job, there could be significant costs to performing standard treatments to lots of surfaces that don't contain lead-based paint; therefore, an evaluation usually saves money.
- It may not be cost-effective to assume on abatement jobs.