



REQUEST FOR PROPOSALS (RFP)

Department of Administration
County of Dane, Wisconsin

COUNTY AGENCY

Department of Human Services

RFP NUMBER

#111017

RFP TITLE

CDBG Rental Rehabilitation

PURPOSE

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for the rehabilitation of affordable rental units.

DEADLINE FOR RFP SUBMISSIONS

2:00 P.M. Central Time

March 17, 2011

LATE, FAXED OR UNSIGNED PROPOSAL WILL BE REJECTED

SUBMIT RFP TO THIS ADDRESS

DANE COUNTY PURCHASING DIVISION
ROOM 425 CITY- COUNTY BUILDING
210 MARTIN LUTHER KING JR BLVD
MADISON, WI 53703-3345

SPECIAL INSTRUCTIONS

- Label the lower left corner of your sealed submittal package with the RFP number**
- Place the Signature Affidavit as the first page of your proposal**
- Submit one original and (3) copies of the Application**
- Submit one complete electronic copy in Microsoft Word or PDF format burned to a CD or DVD**

DIRECT ALL INQUIRES TO

NAME Carolyn A. Clow

TITLE Purchasing Agent

PHONE # 608/266-4966

FAX # 608/266-4425

EMAIL clow@countyofdane.com

WEB SITE www.danepurchasing.com

DATE RFP ISSUED: February 18, 2011

RFP BLANK REVISED 9/09

Dane County Vendor Registration Program

All bidders wishing to submit a proposal must be a *paid registered vendor* with Dane County. Prior to the rfp opening, you can complete a registration form online by visiting our web site at www.danepurchasing.com , or you can obtain a Vendor Registration Form by calling 608.266.4131. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

TABLE OF CONTENTS

1.0	GENERAL INFORMATION
1.1	Introduction
1.2	Scope
1.3	Definitions
1.4	Clarification of the specifications
1.5	Addendums and or revisions
1.6	Calendar of events
1.7	Contract term and funding
1.8	Reasonable accommodations
2.0	PREPARING AND SUBMITTING A PROPOSAL
2.1	General instructions
2.2	Proprietary information
2.3	Incurring costs
2.4	Vendor registration
2.5	Submittal instructions
2.6	Required copies
2.7	Proposal organization and format
2.8	Multiple proposals
2.9	Oral presentations and site visits
2.10	Demonstrations
3.0	PROPOSAL SELECTION AND AWARD PROCESS
3.1	Preliminary evaluation
3.2	Proposal scoring
3.3	Right to reject proposals
3.4	Evaluation criteria
3.5	Award and final offers
3.6	Notification of intent to Award
4.0	GENERAL PROPOSAL REQUIREMENTS
4.1	Need and Justification
4.2	Project Approach
4.3	Experience and Qualifications
4.4	Budget
4.5	Matching funds
4.5	Past performance
4.7	Mandatory requirements
5.0	COST PROPOSAL
5.1	General instructions on submitting cost proposals
5.2	Fixed Price Period
6.0	SPECIAL CONTRACT TERMS AND CONDITIONS
6.1	Procurement
6.2	Excluded Parties List System
6.3	Federal Labor Standards
6.4	Domestic Partner Equal Benefits Requirement
6.5	Living Wage Requirement
6.6	Lobbying Certification
6.7	Equal Employment Opportunity Clause
7.0	REQUIRED FORMS
	ATTACHMENTS
	A. Signature Affidavit
	B. Designation of Confidential and Proprietary Information
	C. Fair Labor Practices Certification
	D. Application for 2011 CDBG Funds – Rental Rehab
8.0	STANDARD TERMS & CONDITIONS

1.0 GENERAL INFORMATION

1.1 Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for the rehabilitation of affordable rental units using federally funded Community Development Block Grant (CDBG) program funds.

The County intends to use the results of this process to award a contract(s) or issuance of purchase order for the product(s) and or services(s) stated above.

The contract resulting from this RFP will be administered by Dane County, Department of Human Services.

The contract administrator will be Jenna Wuthrich, CDBG/HOME Program Specialist.

This Request for Proposal (RFP) is issued on behalf of Dane County by the Purchasing Division, which is the sole point of contact for the County during the procurement process.

1.2 Scope of the Project

1.2.1 Project Description

In order to ensure the continued availability of safe, decent, and affordable rental housing for low-and-moderate income residents of the Dane County Urban County Consortium, Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds are being made available for the following activities:

Eligible Rehabilitation Activities

CDBG funds may be used to finance the following types of rehabilitation activities, and related costs, either singly, or in combination, through the use of grants, loans, loan guarantees, interest supplements, or other means for buildings and improvements.

1. Assistance to private individuals and entities, including profit making and nonprofit organizations, to acquire for the purpose of rehabilitation, and to rehabilitate properties, for use or resale for residential purposes;
2. Labor, materials, and other costs of rehabilitation of properties, including repair directed toward an accumulation of deferred maintenance, replacement of principal fixtures and components of existing structures, installation of security devices, including smoke detectors and dead bolt locks, and renovation through alterations, additions to, or enhancements of existing structures and improvements, abatement of asbestos hazards (and other contaminants) in buildings and improvements that may be undertaken singly, or in combination;
3. Improvements to increase the efficient use of energy in structures through such means as installation of storm windows and doors, siding, wall and attic insulation, and conversion, modification, or replacement of heating and cooling equipment, including the use of solar energy equipment;
4. Improvements to increase the efficient use of water through such means as water savings faucets and shower heads and repair of water leaks;
5. Connection of residential structures to water distribution lines or local sewer connection lines;
6. Rehabilitation services, such as rehabilitation counseling, energy auditing, preparation of work specifications, loan processing, inspections, and other services related to assisting owners, tenants, contractors, and other entities, participating or seeking to participate in rehabilitation activities

authorized under this section, under section 312 of the Housing Act or 1964, as amended, under section 810 of the Act, or under section 17 of the United States Housing Act of 1937;

Eligible Properties

1. The property must be located in one of the participating municipalities of the Dane County Urban County Consortium.
2. Eligible properties may be publicly or privately owned; and residential or mixed use.
3. Transitional as well as permanent housing, including group homes and SROs, is allowed.
4. Property must pass an environmental review conducted by Dane County Community Development Block Grant staff before funds will be committed.
5. Property must meet all applicable State and local code requirements, and must meet the housing quality standards in 24 CFR 982.401 by project completion.
6. Properties constructed or manufactured before 1978 must be inspected for lead-based paint hazards. If deteriorated paint is found it must be properly remediated in compliance with the Lead Safe Housing Rule.

Rehabilitation Standards

Housing that is being rehabilitated with CDBG funds must meet all applicable state and local codes, rehabilitation standards and ordinances, and zoning ordinances at the time of project completion. The work being undertaken must comply with the standards set forth in the *Dane County CDBG and HOME Rehabilitation Standards* that are intended to assure that improved housing is livable, healthful, safe, and physically sound. The housing must also meet handicapped accessibility requirements, where applicable.

Tenant Income Eligibility Requirements

1. All assisted single unit structures must be occupied by low-to-moderate income households as defined in 24 CFR 570.3
2. An assisted two-unit structure must have at least one unit occupied by a low-to-moderate income household as defined in 24 CFR 570.3, and
3. An assisted structure containing more than two units must have at least 51% of the units by low-to-moderate income households as defined in 24 CFR 570.3.

Property Standards

- a. Acquired and/or rehabilitated housing must meet all applicable local codes, rehabilitation standards, ordinances, and zoning ordinances the time of project completion. Housing must all meet the housing quality standards in 24 CFR 982.401. The property must also meet all applicable requirements of the Lead Safe Housing Rule 24 CFR 35.
- b. Any rehabilitation work must be done in compliance with the Dane County CDBG and HOME Program Rehabilitation Standards.
- c. Rental project owners must maintain the housing in compliance with all applicable State and local requirements, and the housing quality standards in 24 CFR 982.401 through the affordability period.

Initial Project Rents

- a. Properties being assisted with either CDBG or HOME funds must comply with the rent limitations determined by HUD and explained in 24 CFR 92.252(a).
- b. All initial project rents will be approved in accordance with 24 CFR

92.252(c).

Subsequent Rents

- a. The maximum rents are recalculated by HUD on a periodic basis and will be made available to rental project owners/managers.
- b. Owners of CDBG-assisted rental housing must annually provide information on rents and tenant occupancy to demonstrate compliance with program requirements.

Federal Labor Standards

These HUD requirements apply to rehabilitation projects with 8 or more CDBG-assisted units and apply to the entire project, not just the portion funded by County CDBG funds. If a grant contract is awarded and Davis-Bacon will be triggered, labor standards requirements will be described in detail in the contract with the County. Additional information also can be obtained in the HUD *Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects* at <http://www.hud.gov/offices/olr/library.cfm>.

Records

The following represents, some but not all, of the records required to be maintained:

- For each unit occupied by a low-and-moderate income household, the size, ethnicity, and income of the household;
- The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and
- Information necessary to show the affordability of the units occupied (or to be occupied) by low-and-moderate income households.

Further Information

Further information may be found in the CDBG & HOME RENTAL REHABILITATION & CONSTRUCTION PROGRAM STANDARDS.

1.2.2 Objectives

To provide safe, decent, and sanitary affordable rental housing to the residents of the Dane County Urban County Consortium.

1.2.4 Current Operations

No projects were funded in 2010.

1.3 Definitions

The following definitions are used throughout the RFP.

County means Dane County

County Agency means Department /Division utilizing the service or product

Proposer/vendor means a firm submitting a proposal in response to this RFP.

Contractor means proposer awarded the contract.

1.4 Clarification of the specifications

All inquiries concerning this RFP must be directed to the **person indicated on the cover page** of the RFP Document. (electronic mail is the preferred method)

Any questions concerning this RFP must be submitted in writing by mail, fax or e-mail on or before the stated date on the **Calendar of Events** (see Section 1.6)

Proposers are expected to raise any questions, exceptions, or additions they have concerning

the RFP document at this point in the RFP process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the proposer should immediately notify the contact person of such error and request modification or clarification of the RFP document.

Mailing Address:

**Dane County Purchasing Division
Room 425 City-County Bldg
210 Martin Luther King Jr. Blvd
Madison, WI 53703-3345**

Proposers are prohibited from communicating directly with any employee of Dane County, except as described herein. No County employee or representative other than those individuals listed as County contacts in this RFP is authorized to provide any information or respond to any question or inquiry concerning this RFP.

1.5 Addendums and/or Revisions

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be posted on the Purchasing Division web site at www.danepurchasing.com

It shall be the responsibility of the proposers to regularly monitor the Purchasing Division web site for any such postings. Proposers must acknowledge the receipt / review of any addendum(s) at the bottom of the RFP Cover Page /Signature Affidavit.

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements or revisions thereof.

1.6 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the County. In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP and posting such supplement on the Dane County web site at www.danepurchasing.com . There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
February 18, 2011	Date of issue of the RFP
March 7, 2011	Last day for submitting written inquiries (2:00 p.m. Central Time)
March 9, 2011	Supplements or revisions to the RFP posted on the Purchasing Division web site at www.danepurchasing.com
March 17, 2011	Proposals due from vendors
April 2011	On-site visits
April 2011	Oral presentation by invited vendors
May 2011	Notification of intent to award sent to vendors
June 2011	Contract start date

1.7 Contract Term and Funding

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for the project period. Please note that most contracts are for one-year duration.

1.8 Reasonable Accommodations

The County will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you

need accommodations at a proposal opening/vendor conference, contact the Purchasing Division at (608) 266-4131 (voice) or 608/266-4941 (TTY)

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the proposal plus references and any required on-site visits or oral interview presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

2.2 Proprietary Information

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the attached "Designation of Confidential and Proprietary Information" form. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s).

To the extent permitted by law, it is the intention of Dane County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Dane County. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law.

2.3 Incurring Costs

Dane County is not liable for any cost incurred by proposers in replying to this RFP.

2.4 Vendor Registration

All proposers wishing to submit a proposal must be a **paid registered vendor** with Dane County. Prior to the RFP opening, you can complete a registration form online by visiting our web site at www.danepurchasing.com, or you can obtain a Vendor Registration Form by calling 608.266.4131. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

2.5 Submittal Instructions

Proposals must be received in by the County Purchasing Division by the specified time stated on the cover page. All proposals must be time-stamped in by the Purchasing Division by the stated time. Proposals not so stamped will not be accepted. Proposals received in response to this solicitation will not be returned to the proposers.

All proposals must be packaged, sealed and show the following information on the outside of the package:

- Proposer's name and address
- Request for proposal title
- Request for proposal number
- Proposal due date

2.6 Required Copies

Proposers must submit **an original and the required number of copies** of all materials required for acceptance as instructed on the cover page of the RFP (Special Instructions).

All hard copies of the proposal must be on 8.5"x11" individually securely bound. **In addition, proposers must submit one complete electronic copy in Microsoft Word or PDF format**

burned to a CD or DVD.

2.7 Proposal Organization and Format

Proposals should be submitted using the Dane County Application for 2011 CDBG/HOME Rental Rehabilitation.

2.8 Multiple Proposals

Multiple proposals from a vendor will be permissible, however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc.

2.9 Oral Presentations and Site Visits

Top ranked selected proposers may be required to make oral interview presentations and/or site visits to supplement their proposals, if requested by the County. The County will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the proposer. Failure of a proposer to conduct a presentation to the County on the date scheduled may result in rejection of the vendor's proposal.

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 2.0 are met, and if additional mandatory requirements are met. (see Section 4.0). Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all vendors do not meet one or more of the mandatory requirements, the County reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

3.2 Proposal Scoring

Accepted proposals will be reviewed by an evaluation team to determine project eligibility and viability. Those that are eligible will be scored against the stated criteria. This scoring will determine the ranking of vendors based upon their written proposals. If the team determines that it is in the best interest of the County to require oral presentations, the highest ranking vendors will be invited to make such presentations. Those vendors that participate in the interview process will then be scored, and the final ranking will be made based upon those scores.

3.3 Right to Reject Proposals and Negotiate Contract Terms

The County reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the County may negotiate a contract with the next highest scoring proposer.

3.4 Evaluation Criteria
The proposals will be scored using the following criteria:

Need and Justification	20%
Project Approach	35%
Experience and Qualifications	15%
Program Budget and Matching Funds	20%
Past Performance (If previously funded, ability to meet timelines and goals in a reasonable fashion, compliance with prior contracts. Maximum points will be awarded to new applicants.)	10%
TOTAL	100%

3.5 Award and Final Offers

The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested, they will be evaluated against the stated criteria, scored and ranked. The award will then be granted to the highest scoring proposer.

All awards will be contingent upon:

- Appraisal of the property done prior to construction using the after rehab value with a loan-to-value ratio of 90% or less
- Relocation Plan, if needed, being acceptable to the County
- Results of a Housing Quality Standards (HQS) Inspection to determine if there are other outstanding code-related violations that need to be addressed besides those identified in the application for funding
- Execution of the appropriate loan documents (if funded as a loan)
- Approval by the County Board and appropriate oversight Committees

3.6 Notification of Intent to Award

As a courtesy, the County may send a notification of award memo to responding vendors at the time of the award.

4.0 GENERAL PROPOSAL REQUIREMENTS

4.1 Need and Justification (20 points maximum):

The project need and justification should describe the problem that is being addressed by the proposed project. The project site(s), management, and ownership structures should be clearly identified.

4.2 Project Approach (35 points maximum):

The application provides:

- A detailed description of the scope of work that will be undertaken and a description of how the work will address the identified problems.
- A description of any partnerships that have been or will be formed to ensure the success of the project.
- Plans for notice and the relocation process for tenants, if needed.
- A work plan for how the project/program will be organized, implemented, operated, and administered, and the timeline and milestones from initiation to completion. Work on the project - meaning funds will be spent - will begin in 2011.

4.3 Experience and Qualifications (15 points maximum):

The application describes the experience of the organization related to rehabilitation work, performing income documentation for income eligibility, and the experience and qualifications of key staff to be assigned to the project. Information is to be provided on the governing board.

4.4 Budget (15 points maximum):

A budget summary, detailed project budget, 2010 operating costs budget, and a 15-year operating budget are to be submitted. An explanation is to be included on the basis for the cost estimates for the project.

4.5 Matching Funds (5 points maximum):

The application is to describe the sources and amounts of any other funding that will be used for the project.

4.6 Past Performance (10 points maximum):

If the organization has been previously funded, a review of past expenditures and performance shows that the organization has been able to meet timelines and goals in a reasonable fashion, i.e., no unexpended dollars from prior years. Compliance with the contract will include, but not be limited to, submission of reports and adherence to scope of services. (Worth up to 10 points with maximum points being awarded to new projects.)

5.0 COST PROPOSAL

5.1 General Instructions on Submitting Cost Proposals

Proposers are required to submit the Project Budget included in the Dane County Application for 2011 CDBG Funds – Rental Rehabilitation.

5.2 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 120 days starting on the due date for proposals.

6.0 SPECIAL CONTRACT TERMS AND CONDITIONS

6.1 Procurement

1. Contractors of County CDBG funding will comply with the procurement standards under 24 CFR 85.36 for governmental contractors and 24 CFR 84.40-48 for contractors that are non-profit organizations, including the requirements for bonding in procurement.
2. The Contractor is the responsible authority, without recourse to HUD or the County regarding the settlement of all contractual and administrative issues arising out of the procurement entered in support of the award or other agreement.
3. The Contractor shall conduct all procurement in a manner to provide to the maximum extent practicable, open and free competition. Contractors that develop or draft specifications, requirements, statement of work, invitations for bids or requests for proposals shall be excluded from competing for a project.
4. General requirements for procurement include, but are not limited to:
 - a. Contractors must maintain records to detail the significant history of procurement. These records include, but are not limited to: files on the rationale for selecting the method of procurement used, selection of the contract type, the contractor selection/rejection process, and the basis for the cost or price of a contract.
 - b. Pre-qualified lists of vendors/contractors, if used, must be current, developed through open solicitation, include adequate numbers of qualified sources, and must allow entry of other firms to qualify at any time.
 - c. Steps should be taken to assure that women and minority businesses are utilized when possible as the sources of supplies, equipment, construction and services.
 - d. Contractors must ensure that awards are not made to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in the Federal assistance programs under Executive Order 12549.
 - e. There must be written selection procedures for procurement transactions.
 - f. Contractors must not use *cost plus a percentage of cost* pricing for contracts. In addition, Contractors should use *time and material* type contracts only after a determination is made that no other contract type is suitable and the contract includes a ceiling price that the contractor exceeds at its own risk.
 - g. Contractors must have protest procedures in place to handle and resolve disputes relating to their procurement and in all instances report such disputes to the County.
 - h. There must be a documented system of contract administration for determining the consistency of contractor performance.
 - i. Contractors must have a written code of conduct governing employees, officers, or agents engaged in the award or administration of contracts

6.2 Excluded Parties List System (EPLS)

No contracts may be awarded to any party that is debarred or suspended or is otherwise excluded from participation on federal assistance programs.

6.3 Federal Labor Standards

If the CDBG award will fund interior or exterior construction on eight or more units, the construction contracts are subject to Federal Davis-Bacon Labor Standards and Minimum Wage Rates on the entire project. If a Contract is awarded, labor standards requirements will

be described in detail in the contract with the County. Additional information also can be obtained in the HUD *Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects* at <http://www.hud.gov/offices/olr/library.cfm>.

6.4 Domestic Partner Equal Benefits Requirement

The contractor [or grant beneficiary] agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The contractor [or grant beneficiary] agrees to make available for County inspection the contractor's payroll records relating to employees providing services on or under this contract or subcontract [or grant]. If any payroll records of a contractor [or grant beneficiary] contain any false, misleading or fraudulent information, or if a contractor [or grant beneficiary] fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

6.5 Living Wage Requirement

All employees working on this project are covered by the Dane County Living Wage Ordinance Section 25.015 (d). See Section 28.0 Standard Terms and Conditions. The minimum living wage rate for 2011 is \$10.61. The successful Proposer will be required to sign a Living Wage Certification upon completion of the contract. Details are available on the Dane County Purchasing Division web site at www.co.dane.wi.us/purch/purch.htm.

6.6 Lobbying Certification

Prior to entering into an agreement to provide services, the contractor will be required to sign a certification attesting to the following:

1. No federally appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this CERTIFICATION be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

6.7 Equal Opportunity Clause (EO 11246)

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take

affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of Sept. 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and with the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the contracting agency, County of Dane, HUD, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, the contract may be cancelled, terminated, or suspended in whole or in part and the contract may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 as amended, and such other sanctions may be imposed or remedies invoked as provided in Executive Order No. 11246 of September 24, 1965 as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965 as amended, so that such provisions will be binding upon each subcontract or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency and/or County of Dane may direct as a means of enforcing such provisions, including sanctions for noncompliance.

7.0 REQUIRED FORMS

The following forms must be completed and submitted with the proposal in accordance with the instructions given in Section 2.0. Blank forms are attached.

Attachment A	Signature Affidavit
Attachment B	Designation of Confidential and Proprietary Information
Attachment C	Fair Labor Practices Certification
Attachment D	Dane County Application for 2011 CDBG Funds – Rental Rehabilitation.

RFP COVER PAGE SIGNATURE AFFIDAVIT	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

In signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this proposal hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Proposal, and declares that the attached proposal and pricing are in conformity therewith.

Signature

Title

Name (type or print)

Date

This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum # _____ Addendum # _____ Addendum # _____ Addendum # _____

Designation of Confidential and Proprietary Information		
<p>The attached material submitted in response to this Proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in Sect 19.36(5), Wisconsin State Statutes, or is otherwise material that can be kept confidential under the Wisconsin Open Records law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval. Attach additional sheets if needed.</p>		
Section	Page Number	Topic

Check mark : This firm is not designating any information as proprietary and confidential which qualifies as trade secret.

Prices always become public information when proposals are opened, and therefore cannot be designated as confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in Sect. 134(80)(1)(c) Wis. State Statutes, as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

In the event the Designation of Confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the Designation of Confidentiality.

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination or copying. The County considers other markings of confidential in the proposal document to be insufficient. The undersigned agree to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified above.

Signature

Title

Name (type or print)

Date

FAIR LABOR PRACTICES CERTIFICATION
Dane County Ordinance 25.11(28)

The undersigned, for and on behalf of the PROPOSER, BIDDER OR APPLICANT named herein, certifies as follows:

1. That he or she is an officer or duly authorized agent of the above-referenced PROPOSER, BIDDER OR APPLICANT, which has submitted a proposal, bid or application for a contract with the county of Dane.

That PROPOSER, BIDDER OR APPLICANT has: (Check One)

_____ not been found by the National Labor Relations Board ("NLRB") or the Wisconsin Employment Relations Commission ("WERC") to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this Certification is signed.

_____ been found by the National Labor Relations Board ("NLRB") or the Wisconsin Employment Relations Commission ("WERC") to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this Certification is signed

Date Signed: _____

Officer or Authorized Agent

Business Name

NOTE: You can find information regarding the violations described above at:
www.nlrb.gov and <http://werc.wi.gov>.

For Reference Dane County Ord. 28.11 (28) is as follows:

(28) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder's responsibility to perform the contract.

If you indicated that you have been found by the NLRB or WERC to have such a violation, you must include a copy of any relevant information regarding such violation with your proposal, bid or application.

STANDARD TERMS AND CONDITIONS
(Request For Bids/Proposals/Contracts)
DCO CHS 19.25 Rev. 07/07

1.0 **APPLICABILITY:** The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the County of Dane acquires goods or services, or both.

1.1 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County.

1.2 **DEFINITIONS:** As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.

2.0 **SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Dane County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

3.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

4.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

5.0 **QUANTITIES:** The quantities shown on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

6.0 **DELIVERY:** Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

7.0 **PRICING:** Unit prices shown on the bid shall be the price per unit of sale, e.g., gal., cs., doz., ea., etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the

extended price, the unit price shall govern in the bid evaluation and contract administration.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

7.2 Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any county official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

8.0 **ACCEPTANCE-REJECTION:** Dane County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 60 days after the date of submission to the County.

8.1 Bids **MUST** be dated and time stamped by the Dane County Purchasing Division Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing division is necessary; timely deposit in the mail system is not sufficient. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

10.0 **ORDERING/ACCEPTANCE:** Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Dane County Purchasing Division.

11.0 PAYMENT TERMS AND INVOICING: Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

11.1 NO WAIVER OF DEFAULT: In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by County of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 TAXES: The County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued tax exempt number ES41279 to Dane County.

12.1 The County is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from Wisconsin sales or use tax on these purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

14.0 APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Dane County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

15.0 ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of Dane County.

16.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin,

cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

16.1 Vendors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must submit a written affirmative action plan to the County's Contract Compliance Officer within fifteen (15) working days of the effective date of the contract. The County may elect to accept a copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

16.2 The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

16.3 Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

16.4 The vendor agrees to furnish all information and reports required by Dane County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D.C. Ords., and the provisions of this Agreement.

16.5 *Americans with Disabilities Act*: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

17.0 PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

18.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

18.1 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one

(1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0 WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided in paragraph 27.0.

20.0 INSURANCE RESPONSIBILITY: The successful vendor shall:

20.1 Maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

20.2 Indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which County, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the successful vendor furnishing the services or goods required to be provided under the contract with the County, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of County, its agencies, boards, commissions, officers, employees or representatives. The obligations of the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

20.3 At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary. County shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish County with a certificate of insurance listing County as an additional insured and, upon request, certified copies of the required insurance policies. If the successful vendor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. The successful vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful vendor shall furnish the County with a 30-day notice of aggregate erosion, in

advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either the successful vendor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the successful vendor. In the event any action, suit or other proceeding is brought against County upon any matter herein indemnified against, County shall give reasonable notice thereof to the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding.

20.4 The County reserves the right to require higher or lower insurance limits where County deems necessary.

20.5 In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every subvendor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

21.0 CANCELLATION: County reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination.

22.0 PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Dane County Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

22.1 PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

22.2 Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.

22.3 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential

and Proprietary Information form. In any event, bid prices will not be held confidential after award of contract.

23.0 RECYCLED MATERIALS: Dane County is required to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors are encouraged to bid products with recycled content which meet specifications.

24.0 PROMOTIONAL ADVERTISING: Reference to or use of Dane County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited.

25.0 ANTITRUST ASSIGNMENT: The vendor and the County of Dane recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the County of Dane (purchaser). Therefore, the successful vendor hereby assigns to the County of Dane any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

26.0 RECORDKEEPING AND RECORD RETENTION-PUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, materialmen and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The County shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

26.1 RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

27.0 YEAR 2000 COMPLIANT: Vendor warrants that:
a) all goods, services and licenses sold otherwise provided pursuant to this procurement have been tested for and are fully year 2000 compliant, which means they are capable of correctly and consistently handling all date-based functions before, during and after the year 2000; b) the date change from 1999 to 2000, or any other date changes, will not prevent such goods, services or licenses from operating in a merchantable manner, for the purposes intended and in accordance with all applicable plans and specifications and without interruption before, during and after the year 2000; and c) vendor's internal systems, and those of vendor's vendors, are year 2000 compliant, such that vendor will be able to deliver such goods, services and licenses as required by this procurement.

28.0 LIVING WAGE REQUIREMENT: The vendor shall, where appropriate, comply with the County's Living Wage requirements as set forth in section 25.015, Dane County Ordinances.

28.01 In the event its payroll records contain any false, misleading or fraudulent information, or if the vendor fails to comply with the provisions of s. 25.015, D.C. Ords., the County may withhold payments on the contract, terminate, cancel or suspend the contract in whole or in part, or, after a due process hearing, deny the vendor the right to participate in bidding on future County contracts for a period of one (1) year after the first violation is found and for a period of three (3) years after a second violation is found.

28.02 Bidders are exempt from the above requirements if:

- The maximum value of services to be provided is less than \$5,000;
- The bid involves only the sale of goods to the County;
- The bid is for professional services;
- The bid is for a public works contract where wages are regulated under s. 62.293, Wis. Stats.;
- The bidder is a school district, a municipality, or other unit of government;
- The service to be provided is residential services at an established per bed rate;
- The bidder's employees are persons with disabilities working in employment programs and the successful bidder holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
- The bidder is an individual providing services to a family member; or
- The bidder's employees are student interns.

28.03 COMPLIANCE WITH FAIR LABOR STANDARDS. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

28.04 PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).

28.05 PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation or union organizing."

DANE COUNTY APPLICATION FOR 2011 CDBG/HOME RENTAL REHABILITATION

APPLICATION SUMMARY

ORGANIZATION NAME		
MAILING ADDRESS <small>If P.O. Box, include Street Address on second line</small>		
TELEPHONE		LEGAL STATUS
FAX NUMBER		<input type="checkbox"/> Municipality <input type="checkbox"/> Private, Non-Profit <input type="checkbox"/> Private, For Profit <input type="checkbox"/> Other: LLC, LLP, Sole Proprietor Federal EIN: _____ DUNS Number: _____
NAME CHIEF ADMIN/ CONTACT		
INTERNET WEBSITE (if applicable)		
E-MAIL ADDRESS		

PROJECT NAME: Please list the project for which you are applying.

PROJECT NAME	PROJECT CONTACT PERSON	PHONE NUMBER	E-MAIL

FUNDS REQUESTED: Please list the amount of funding for which you are applying.

TOTAL PROJECT COST	AMOUNT OF CDBG/HOME FUNDS REQUESTED	% OF CDBG/HOME FUNDS TO TOTAL PROJECT COST
\$	\$	%

NEED AND JUSTIFICATION

A. **PROPERTY OWNER:** Indicate the name and contact information for the Owner of the Property that will be rehabilitated.

Name:	
Address:	
City, State, Zip:	
Primary Contact Person and Title:	
Telephone:	
Alternative Phone:	
Fax:	
Email Address:	

B. **TAXES/JUDGMENTS:**

1. **Are there any unsatisfied judgments against the applicant/property owner, its principals or any related party?**

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

2. **Has any party related to this application been party to any litigation, including real estate foreclosure or bankruptcy within the past seven (7) year?**

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

3. **Are there any unpaid property taxes on the subject property?**

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

Use the space below to explain any "Yes" answers to the preceding three questions. Attach additional documentation as necessary.

--

C. **COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO).** If applying for set-aside funds for a CHDO, please indicate if your organization is currently certified as a CHDO and by whom. If interested in being considered for CHDO funds from Dane County, the CHDO certification packets for Dane County must be submitted prior to or in conjunction with this application.

<input type="checkbox"/>	No, not currently certified and not applying for CHDO funds.
<input type="checkbox"/>	Want to be considered for CHDO funds and will submit materials for certification.
<input type="checkbox"/>	Yes, currently certified by Dane County.
<input type="checkbox"/>	Yes, currently certified by another entity:

D. **PROPERTY MANAGER:** Indicate the name and contact information for the Management Company for the Property.

Name:	
Address:	
City, State, Zip:	
Primary Contact Person and Title:	
Telephone:	
Alternative Phone:	
Fax:	
Email Address:	

E. PROJECT SITE:

In the space below, please list each site (street address and City) and building where the work will be undertaken. Include the date the building was constructed, the unit type (elderly, family, homeless, RCAC, single room occupancy, or supportive housing), number of units in each building, the number to be rehabbed, and the number of units that will be occupied by low-and-moderate (LMI) households after the rehab work is completed. For each building, list each unit, the number of bedrooms in the unit, the proposed income category of the tenant after the rehab work is completed, the monthly unit rent, and whether the rent includes utilities. Use additional pages as needed. Maps may be included as separate attachments.

SITE ADDRESS/BUILDING NO	DATE CONSTRUCTED	UNIT TYPE (Elderly, Family, Homeless, RCAC, SRO, Supportive Housing)	NUMBER OF UNITS	NUMBER OF UNITS TO BE REHABBED	NUMBER OCCUPIED BY LMI HOUSEHOLDS
	NUMBER OF STORIES:		ELEVATOR?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	NUMBER OF HANDICAPPED ACCESS UNITS NOW:		NUMBER OF UNITS ACCESSIBLE FOR SENSORY IMPAIRED NOW:		
	NUMBER OF HANDICAPPED ACCESS UNITS AFTER REHAB:		NUMBER OF UNITS ACCESSIBLE FOR SENSORY IMPAIRED AFTER REHAB:		

UNIT NUMBER	SQUARE FOOTAGE	NUMBER OF BEDROOMS	PROPOSED INCOME CATEGORY (<30% CMI, 30-50% CMI, 50-80% CMI, >80% CMI)	MONTHLY UNIT RENT	INCLUDES UTILITIES (Yes/No)

F. **PROJECT ASSISTANCE:** Please indicate the subsidy source if this project is receiving project based federal rental assistance.

ASSISTANCE TYPE		NUMBER OF UNITS
<input type="checkbox"/>	Rural Development/Rental Assistance	
<input type="checkbox"/>	Section 221(d)(3) BMIR	
<input type="checkbox"/>	Section 236	
<input type="checkbox"/>	Section 8 Rent Supplement or Rental Assistance Payment	
<input type="checkbox"/>	Section 8 Housing Assistance Payment Contract	
<input type="checkbox"/>	Other, Specify	

G. **PROJECT NEED:** In the space below, provide a brief description of the need(s) or problem(s) that will be addressed.

PROJECT APPROACH

- H. **SCOPE OF WORK:** In the space below, provide a detailed description of the work that will be undertaken and describe how it will address the identified problem. Include information on any partnerships that have been or will be formed in order to ensure the success of the project

- I. **RELOCATION:** In the space below, indicate whether any residents will need to be relocated during the project and the notices and plans for relocation.

J. **ARCHITECTURAL/ENGINEERING DESIGN:** In the space below, describe any architectural/engineering design work, such as preparing plans, drawings, specifications, work write-ups, and/or cost estimates that has been or will be undertaken for this project. NOTE: In order for these costs to be covered, HUD procurement requirements must be followed.

K. **PROJECT MANAGER:** If a Project Manager has already been identified, please provide the requested information. Attach the resume to this application.

Name:	
Address:	
City, State, Zip:	
Primary Contact Person and Title:	
Telephone:	
Alternative Phone:	
Fax:	
Email Address:	

If a Project Manager has yet to be identified, please describe how one will be selected.

- L. **WORK PLAN WITH TIMELINE AND MILESTONES:** In the space below, provide a work plan for how the project will be organized, implemented, and administered. Include a timeline and accomplishments from initiation through project completion. This should assume that contracts will be awarded in the second quarter of 2011 (April 1 – June 30, 2011). Add in extra quarters as needed. Examples of milestones are: date bid packages or request for quotes are let, date bids/quotes are due, date community awards contract(s), date of pre-construction conference with Contractor/County and municipality/agency to review Davis-Bacon requirements, date building permits are to be obtained, date work commences, etc.

ON OR BEFORE	MILESTONES
June 30, 2011	
September 30, 2011	
December 31, 2011	

EXPERIENCE AND QUALIFICATIONS

M. **REHAB EXPERIENCE AND QUALIFICATIONS:** Describe the experience and qualifications of your organization related to doing rehabilitation work.

N. **INCOME DOCUMENTATION:** Describe the experience and qualifications of your organization related to performing income documentation for program eligibility.

- O. **STAFF EXPERIENCE AND QUALIFICATIONS:** Describe the experience and qualifications of key staff to be assigned to the project. Touch on experience with both income certification and management/oversight of rehabilitation projects. Be sure to attach resumes for key staff to the application.

P. PERSONNEL SCHEDULE

Please complete the Personnel Schedule for all staff who will be assigned to this project. If the project will continue into 2012, complete the second table as well.

- Column 1) each individual staff position by title.
- Columns 2) indicate the full time equivalent (FTE) of each position in the noted year.
- Column 3) indicate the estimated total salary for that staff position for noted year.
- Column 4) indicate the estimated number of hours that this staff person will work on this project.
- Column 5), for each staff person whose time will be charged to this project, please indicate the amount of funds being requested for this individual through the CDBG Program. Do not include payroll taxes or benefits in this table.

1) POSITION TITLE	2011 ESTIMATED		CDBG-FUNDED	
	2) FTE	3) TOTAL SALARY	4) ESTIMATED HOURS ON THIS PROJECT	5) CDBG – FUNDED AMOUNT OF SALARY

Complete this second table only for projects that will continue into 2012.

1) POSITION TITLE	2012 ESTIMATED		CDBG-FUNDED	
	2) FTE	3) TOTAL SALARY	4) ESTIMATED HOURS ON THIS PROJECT	5) CDBG – FUNDED AMOUNT OF SALARY

Q. **LIST PERCENT OF STAFF TURNOVER** _____% Divide the number of resignations or terminations in calendar year 2010 by the total number of budgeted positions. Do not include seasonal positions. Explain if you had 20% or more turnover in a certain staff position/category. Discuss any other noteworthy staff retention issues, or policies to reduce staff turnover.

R. **AGENCY GOVERNING BODY:** How many Board meetings has your governing body or Board of Directors scheduled for or is expected to schedule for 2011? _____

Please list your current Board of Directors or your agency's governing body. Include names, addresses, primary occupation and board office held. If you have more members, please copy this page.

Board President's Name Home Address Occupation Representing Term of Office: From __ To __		Board Vice-President's Name Home Address Occupation Representing Term of Office: From __ To __	
Board Secretary's Name Home Address Occupation Representing Term of Office: From __ To __		Board Treasurer's Name Home Address Occupation Representing Term of Office: From __ To __	
Name Home Address Occupation Representing Term of Office: From __ To __		Name Home Address Occupation Representing Term of Office: From __ To __	
Name Home Address Occupation Representing Term of Office: From __ To __		Name Home Address Occupation Representing Term of Office: From __ To __	
Name Home Address Occupation Representing Term of Office: From __ To __		Name Home Address Occupation Representing Term of Office: From __ To __	

S. **STAFF/BOARD/VOLUNTEERS DESCRIPTORS:** For your agency's **2011** staff, board and volunteers, indicate by number and percentage the following characteristics.

DESCRIPTOR	STAFF		BOARD		VOLUNTEER	
	Number	Percent	Number	Percent	Number	Percent
TOTAL		100%		100%		100%
GENDER						
MALE						
FEMALE						
AGE						
LESS THAN 18 YRS						
18 – 59 YRS						
60 AND OLDER						
RACE						
WHITE						
BLACK						
HISPANIC						
NATIVE AMERICAN						
ASIAN/PACIFIC ISLE						
MULTI-RACIAL						
ETHNICITY						
HISPANIC						
NON-HISPANIC						
PERSONS WITH DISABILITIES						

V. **LIENS:** In the space below, list all liens against the property.

LIEN HOLDER	AMOUNT	BALANCE	RATE (%)	TERM (Years)	ANNUAL DEBT SERVICE

W. **FUNDS NEEDED:** In the space below, please describe why CDBG/HOME funds are needed to ensure the viability of this project.

X. **COST BASIS:** In the space below, describe the basis for how cost estimates contained in the Project Budget were obtained/identified.

Y. **DETAILED PROJECT BUDGET:** Following the description of allowable costs that may be charged to the CDBG and HOME Programs is the Project Budget. Complete the budget identifying the amount and source of all funds and their uses. Use additional pages as necessary. An Excel file may be submitted in lieu of this Project Budget provided that it contains all of the same column and row headers.

Z. **DETAILED 2010 OPERATING COSTS:** Following the Project Budget is the Detailed 2010 Operating Costs. Complete the Operating Budget identifying the income and expenses. Use additional pages as necessary. An Excel file may be submitted in lieu of the Detailed 1 Year Operating Budget provided that it contains all of the same column and row headers.

AA. **OPERATING BUDGET:** Following the Detailed Operating Budget is the 15-Year Operating Budget. Complete the Operating Budget identifying the income and expenses. Use additional pages as necessary. An Excel file may be submitted in lieu of the Operating Budget provided that it contains all of the same column and row headers.

CDBG Allowable Activity Costs

Item	Activity Related Costs
a. Activity Hard Costs	
1. These are detailed in the program standards and defined under 24 CFR 570.201, 202, 203, and 204. Depending on the activity this may include: acquisition; disposition; clearance and remediation activities; acquisition, construction, reconstruction, rehabilitation, or installation of public facilities and improvements; public services; homeownership assistance; economic development, etc.	X
b. Activity Personnel Costs	
2. Staff and overhead costs DIRECTLY related to carrying out the activity specified in 24 CFR 570.201-204, such as providing direct services to consumers, work specifications preparation, loan processing inspections, and other services related to assisting potential clients, owners, tenants, and homebuyers. This may include staff time spent supervising staff who are carrying out the activities specified in 24 CFR 570.201-204 when that time is spent addressing a direct consumer, service, or property issue. It does not include supervisory time spent on such functions as employee evaluations.	X
c. Related Soft Costs/Operating Costs	
3. PUBLIC SERVICES ONLY: Operating and maintenance expenses associated with public service activities, interim assistance, and office space for program staff employed in carrying out the CDBG program. ¹ 24 CFR 570.207 (b) (2)	X
4. Architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups.	X
5. Costs to process and settle the financing for a project, such a private lender origination fees, credit reports, fees for title evidence, fees for recordation and filing of legal documents, building permits, attorneys fees, private appraisal fees, and fees for an independent cost estimate, builders or developers fees.	X
6. Costs of a project audit	X
7. Costs to provide activity related information services, such as affirmative marketing and fair housing information to prospective homeowners and tenants.	X
8. Impact fees that are charged to all projects within Dane County.	X
9. Environmental Reviews.	X
d Relocation costs for persons displaced by the project.	

¹ For example the use of CDBG funds to pay the allocable costs of operating and maintaining a facility used in providing a public service would be eligible under 570.201 (e), even if no other costs of providing such a service are assisted with such funds. 24 CFR 570.207 (b) (2).

Item		Activity Related Costs
10.	Relocation payments – replacement housing payments, moving expenses, and payments for reasonable out-of-pocket costs incurred in the relocation of persons.	X
11.	Other relocation assistance – staff and overhead costs directly related to providing advisory and other relocation services to persons displaced by the project, including timely written notices to occupants, referrals to comparable and suitable replacement property, property inspections, counseling, and other assistance necessary to minimize hardship assistance.	X

HOME Allowable Project Costs

Item	Project Related Costs	
a.		
Development Hard Costs (applicable to project)		
1.	Costs to meet Uniform Dwelling Code (UDC) and other applicable new construction standards of the State, County, or local municipality. (24 CFR 92.206 a.1.)	X
2.	Costs to meet the Model Energy Code referred to in Sec. 92.251 (24 CFR 92.206 a.1.)	X
3.	For rehabilitation, to meet the property standards in 24 CFR 92.251. (24 CFR 92.206 a.2.i.)	
4.	For rehabilitation, costs to make essential improvements, including energy-related repairs or improvements, improvements necessary to permit use by persons with disabilities, and the abatement of lead-based paint hazards, as required by part 35 of this title. (24 CFR 92.206 a.2.ii.)	X
5.	Costs to demolish existing structures. (24 CFR 92.206 a.3.i.)	X
6.	Costs to make utility connections including off-site connections from the property line to the adjacent street. (24 CFR 92.206 a.3.ii.)	X
7.	Costs to make improvements to the project site that are in keeping with the improvements of surrounding, standard projects. Site improvements may include on-site roads and water and sewer lines necessary to the development of the project. The project site is the property, owned by the project owner, upon which the project is located. (24 CFR 92.206 a.3.iii.)	X
8.	For both new construction and rehabilitation of multifamily rental housing, costs to construct or rehabilitate laundry and community facilities which are located within the same building as the housing and which are for the use of the project residents and their guests. (24 CFR 92.206 a.4.)	X
9.	Costs to make utility connections or to make improvements to the project site, in accordance with the provisions of 92.206(a)(3)(ii) and (iii) are also eligible in connection with the acquisition of standard housing. (24 CFR 92.206 a.5.)	X
10.	Acquisition costs. Costs of acquiring improved or unimproved property, including acquisition by homebuyers. . (24 CFR 92.206 c.)	X
b.		
Related Soft Costs		
11.	Architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups. (24 CFR 92.206 d.1.)	X
12.	Costs to process and settle the financing for a project, such as private lender origination fees, credit reports, fees for title evidence, fees for recordation and filing of legal documents, building permits, attorneys fees, private appraisal fees, and fees for an independent cost estimate, builders or developers fees. (24 CFR 92.206 d.2.)	X

Item	Project Related Costs
13. Costs of a project audit. (24 CFR 92.206 d.3.)	X
14. Staff and overhead costs DIRECTLY related to carrying out the project, such as work specifications preparation, loan processing inspections, and other services related to assisting potential owners, tenants, and homebuyers, e.g., housing counseling, may be charged to project costs only if the project is funded and the individual becomes the owner or tenant of the HOME-assisted project. For multi-unit projects, such costs must be allocated among HOME-assisted units in a reasonable manner and documented. (24 CFR 92.206 d.6)	X
15. Costs to provide information services, such as affirmative marketing and fair housing information to prospective homeowners and tenants as required by 92.351. (24 CFR 92.206 d.4.)	X
16. Impact fees that are charged to all projects within Dane County. (24 CFR 92.206 d.7.)	X
17. Environmental Reviews. (24 CFR 92.206 d.8.)	X
c. Relocation costs for persons displaced by the project.	
18. Relocation payments – replacement housing payments, moving expenses, and payments for reasonable out-of-pocket costs incurred in the relocation of persons. (24 CFR 92.206 f.1.)	X
19. Other relocation assistance – staff and overhead costs directly related to providing advisory and other relocation services to persons displaced by the project, including timely written notices to occupants, referrals to comparable and suitable replacement property, property inspections, counseling, and other assistance necessary to minimize hardship assistance. (24 CFR 92.206 f.2.)	X

PROJECT BUDGET

Include the amount and source(s) of all project funding.

USES	TOTAL BUDGET	SOURCES					
		CDBG FUNDS	HOME FUNDS	SOURCE:	SOURCE:	SOURCE:	SOURCE:

CONSTRUCTION:							
Construction							
Soils/Site Preparation							
Construction Manag.							
Landscaping, signage							
Construction Interest							
Permits; print plans							
Other:							
FEES:							
Appraisal							
Architect							
Engineering							
*Accounting							
*Legal							
*Development Fee							
*Leasing Fee							
Other:							
RELOCATION COSTS:							
Advisory Services							
Payments							
Staff and Overhead							
PROJECT CONTINGENCY							
OTHER (specify)							
TOTALS							

If CDBG funds are used for items with an asterisk (*), the total cost of these items may not exceed 10% of the CDBG amount. Each funding source and amount must be listed separately.

2010 OPERATING COSTS

Expense	Amount
Rent Expense	
Advertising/Marketing Expense	
Conventions and Meetings	
Management Consultants	
Other:	
Subtotal Rent Expenses	
Administrative Expenses	
Office Salaries	
Office Expenses	
Office or Model Apartment Rent	
Management Fee – Residential Rents	
Management Fee – Commercial Rents	
Management Fee – Misc. Income	
Manager/Superintendent Salaries	
Administrative Rent-free Unit	
Legal Expenses	
Auditing Expenses	
Bookkeeping Fees/Accounting Services	
Bad Debt Expense	
Misc. Administrative Expenses	
Subtotal Administrative Expenses	
Utilities Expenses	
Fuel Oil	
Electricity (Light & Misc. Power)	
Water	
Gas	
Sewer	
Owner-paid unit amenities	
Subtotal Utilities Expenses	
Operating and Maintenance Expenses	
Payroll	
Supplies	
Contracts	
Operating and Maintenance Rent Free Unit	
Garbage and Trash Removal	
Security Payroll/Contract (incl. taxes and benefits)	
Security Rent Free Unit	
Heating/Cooling Repairs & Maintenance	
Snow Removal	
Vehicle/Maintenance Operating & Maintenance Expenses	
Subtotal Operating	
Taxes and Insurance	
Real Estate & Personal Property Taxes	
Payroll Taxes	
Property and Liability Insurance (Hazard)	
Fidelity Bond Insurance	
Workmen's Compensation	
Health Insurance and Other Employee Benefits	

Expense	Amount
Misc. Taxes, Licenses, Permits, and Insurance	
Subtotal Taxes and Insurance	
Total Service Expense	
Dietary Salaries	
Dietary Purchased Service	
Food	
Registered Nurse Salary	
Housekeeping Salary	
Housekeeping Supplies	
Other Housekeeping	
Housekeeping Purchased Services	
Medical Supplies	
Medical Purchased Services	
Laundry/Linen	
Laundry Supplies	
Medical Records Salary	
Medical Records Supplies	
Medical Records Purchased Services	
Recreation/Rehab	
Activities Supplies	
Activities Purchased Services	
Rehab Salaries	
Rehab Supplies	
Rehab Purchased Services	
Other Support Services:	
Subtotal Service Expenses	
Tax Credit Monitoring Fees	
Annual Replacement Reserves	
Total Operating Expenses	
Total Units	
Per Unit Per Month	

OPERATING BUDGET

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
INCOME										
Gross Potential Rent										
Vacancy										
Other Income										
Total Income										
OPERATING EXPENSES										
Marketing										
Payroll										
Other Administrative Costs										
Management Fees										
Utilities										
Security										
Maintenance Expenses										
Property Taxes										
Insurance										
Reserves for Replacement										
Total Operating Expenses										
Net Operating Income										
Debt Service										
Asset Management										
Cash Flow										

	Year 11	Year 12	Year 13	Year 14	Year 15
INCOME					
Gross Potential Rent					
Vacancy					
Other Income					
Total Income					
OPERATING EXPENSES					
Marketing					
Payroll					
Other Administrative Costs					
Management Fees					
Utilities					
Security					
Maintenance Expenses					
Property Taxes					
Insurance					
Reserves for Replacement					
Total Operating Expenses					
Net Operating Income					
Debt Service					
Asset Management					
Cash Flow					

Dane County

CDBG and HOME Program Rehabilitation Standards

Table of Contents

1.	Introduction	27
2.	Lead Hazard Reduction	28
3.	Asbestos Removal	32
4.	Site Maintenance	34
5.	Site Improvements	35
6.	Roofing.....	37
7.	Openings.....	42
8.	Exterior Finishing	44
9.	Foundation and Structure.....	46
10.	Heating, Insulation and Ventilation.....	49
11.	Interior Standards.....	53
12.	Electrical Equipment and Wiring	58
13.	Plumbing Systems	60
14.	Safety Equipment.....	64

1. Introduction

1.1 Purpose and Intent

These general guidelines for the rehabilitation of existing residential properties have been developed to provide minimum criteria for HOME funded rehabilitation. These standards are intended to assure that improved housing is livable, healthful, safe and physically sound. Each chapter additionally includes a section that provides options for minimizing energy consumption and lessening the impact of the project and the home on the environment.

These guidelines are intended to provide an acceptable minimum level for rehabilitation with sufficient flexibility to meet varied local conditions and codes. It should be noted that if other public funding sources are being used, additional criteria may be applicable.

1.2 Applicable Codes, Rules and Ordinances

- All work must be completed in accordance with state and local building codes.
- Manufacturer specifications prevail; all materials shall be installed in full accordance with the manufacturer's specifications for working conditions, installation preparation, methods, protection and testing.
- All work must have a building permit when required by local codes.

1. Other Codes that May Apply

- Environmental Review
- Historic Properties
- Flood Plain Management
- Wild and Scenic Rivers
- Coastal Zone Management
- Noise Abatement and Control
- Airport Clear Zones and Accident Potential Areas
- Federal Fire Alarm and Sprinkler Requirements
- Accessibility Requirements
- Neighborhood Standards

2. Helpful Guides for Rehab Standards

- International Building Code (IBC) is a model code developed by the International Code Council (ICC) that covers rehab as well as new construction activities. The IBC is updated every three years, with the next update scheduled to take place in 2009.
- Wisconsin Uniform Dwelling Code (UDC) applies to new construction only but may help direct you toward the most recent standards for health and safety.

2. Lead Hazard Reduction

2.1 Applicable State and Federal Laws

Contractors must comply with the provisions of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 3535 (d), 4821 and 4851, and its implementing regulations in 24 C.F.R. 35 as well as State and local laws regarding lead paint. There are cases where the Wisconsin [State Statute and Administrative Rule](#) are more stringent than the Federal Regulations. In those cases, follow the stricter standard.

- Federal Lead Paint Regulation 24 CFR, Part 35: Applies to any HUD-CPD funded activity with requirements as listed below (Section A) based on type of activity.
- State of Wisconsin Code HFS 163: Applies to any person performing, supervising, or offering to perform or supervise a lead-based paint activity involving housing or a child-occupied facility constructed prior to 1978 (unless the property is occupied by elderly or the disabled or is a zero-bedroom dwelling unit). The Code requires certification of all inspectors, supervisors and workers, and established work practice standards.

1. Summary of Federal Lead Paint Regulations

Rehabilitation of any property built prior to 1978 requires some action to address concerns about the presence of lead-based paint. In general there are four considerations when working on pre-1978 homes, these include:

- 1) testing of surfaces,
- 2) rehab work practices,
- 3) Required follow-up, and
- 4) notification of people living in the home.

These differ depending on the amount of federal funding provided for rehab. The following table summarizes these requirements.

Level of Activity: Less than or equal to \$5,000 investment per unit.			
Testing Requirements	Work Requirements	Post Work Activity Requirements	Notification Requirements
<ul style="list-style-type: none"> • Paint testing performed on surfaces to be disturbed by a certified lead paint tester. <p>-OR-</p> <ul style="list-style-type: none"> • May also presume lead paint exists. 	<ul style="list-style-type: none"> • Repair surfaces disturbed during work. <p>-AND-</p> <ul style="list-style-type: none"> • Use safe work practices when working on areas identified as lead based paint. <p>-AND-</p> <ul style="list-style-type: none"> • Clearance of work site, or entire home if the site was not contained. (Clearance is not required if the rehab did not disturb painted surfaces of 	<ul style="list-style-type: none"> • For HOME Rental Housing only. 	<ul style="list-style-type: none"> • Provision of pamphlet "Protect Your Family from Lead in Your Home". <p>-AND-</p> <ul style="list-style-type: none"> • Disclosure of available information or knowledge regarding the presence of lead paint. <p>-AND-</p> <ul style="list-style-type: none"> • Disclosure of test results within 15 days of receiving report or a disclosure of presumption of lead.

	greater than 20 ft ² on the exterior, 2 ft ² in any interior room, or greater than 10% of the surface area in any interior or exterior component.)		
Level of Activity: Between \$5,000 and \$25,000 investment per unit.			
<ul style="list-style-type: none"> Full risk assessment on unit receiving assistance, related common areas and exterior painted surfaces by a certified risk assessor. <p>-OR-</p> <ul style="list-style-type: none"> May also assume lead paint and perform standard treatments. 	<ul style="list-style-type: none"> Perform interim controls on identified hazards. <p>-AND-</p> <ul style="list-style-type: none"> Safe work practices unless rehab did not disturb painted surfaces of greater than 20 ft² on the exterior, 2 ft² in any interior room, or greater than 10% of the surface area in any interior or exterior component. <p>-AND-</p> <ul style="list-style-type: none"> Clearance on unit, related common areas and exterior painted surfaces. 	For HOME Rental Housing only.	<ul style="list-style-type: none"> Provision of pamphlet "Protect Your Family from Lead in Your Home". <p>-AND-</p> <ul style="list-style-type: none"> Disclosure of available information or knowledge regarding the presence of lead paint. <p>-AND-</p> <ul style="list-style-type: none"> Disclosure of test results within 15 days of receiving report or a disclosure of presumption of lead. <p>-AND-</p> <ul style="list-style-type: none"> Notice of hazard reduction activities within 15 days after completed, including clearance results.
Level of Activity: More than \$25,000 investment per unit.			
<ul style="list-style-type: none"> Risk assessment on assisted unit, related common areas and exterior painted surfaces using a certified assessor. <p>-OR-</p> <ul style="list-style-type: none"> May also presume lead and abate all applicable surfaces. 	<ul style="list-style-type: none"> Abate all interior and exterior identified hazards that have been disturbed. <p>-AND-</p> <ul style="list-style-type: none"> Interim controls performed on identified hazards on exterior that are not disturbed by rehab. <p>-AND-</p> <ul style="list-style-type: none"> Safe work practices unless rehab did not disturb painted surfaces of greater than 20 ft² on the exterior, 2 ft² in any interior room, or greater than 10% of the surface area in any interior or exterior component. <p>-AND-</p>	For HOME Rental Housing only	<ul style="list-style-type: none"> Provision of pamphlet "Protect Your Family from Lead in Your Home". <p>-AND-</p> <ul style="list-style-type: none"> Disclosure of available information or knowledge regarding the presence of lead paint. <p>-AND-</p> <ul style="list-style-type: none"> Disclosure of test results within 15 days of receiving report or a disclosure of presumption of lead. <p>-AND-</p> <ul style="list-style-type: none"> Notice of hazard reduction activities within 15 days after completed, including clearance results.

	<ul style="list-style-type: none"> • Clearance on unit related common areas and exterior painted surfaces 		
--	--	--	--

2. State Worker Requirements

a. Lead Safe Work

- Safe work practices *must be completed by a trained lead safe worker.*
- A “lead safe worker” is someone who has completed and passed at least one day of training from an accredited source, and must be able to present a certificate of completion.

b. Lead Abatement

- *A person performing lead abatement activities must be certified by DHFS in the State of Wisconsin.*
- All workers must have their certification cards on the premises.
- The supervisor of the abatement work must notify DHFS a minimum of 10 days prior to commencing the work.

2.2 Standards for Exterior Painting

1. Scope

Owners of buildings and structures built before 1978 shall paint or cause to be painted any painted exterior surface of such buildings or structures in conformity with the standards set forth in this section. These standards also apply if the age of the building or structure cannot be established by the owner to the satisfaction of the Department of Public Health.

- a. Painting includes but is not limited to work involving construction, alteration, repair, painting, paint removal or decorating.
- b. A painted exterior surface means an exterior surface covered with paint or other surface coating material (including, but not limited to stains and varnishes).
- c. An exterior surface may include but is not limited to walls; windows, window assemblies and trim; soffit; fascia; doors, door assemblies and trim; porch and balcony floors and ceilings; column, handrails, and guardrails; and foundations.

2. Standards for Paint Removal Methods

The following methods shall not be used to remove paint or other surface coating materials without the use of adequate engineering controls to reduce public exposure to lead:

- Open flame burning
- Power tool cleaning including but not limited to machine sanding or machined grinding
- Open-air abrasive blasting or stripping using sand, steel grit, steel shot, aluminum oxide, water or other abrasive media

Adequate engineering controls include but are not limited to vacuum attachments equipped with high efficiency particulate accumulator (HEPA) filters, partial containment structures, total containment structures under negative pressure or other method approved by the Director or

Department of Public Health.

3. Safety Procedures

- a. All windows, doors, HVAC intake vents and other entry ways into the building or structure shall be kept closed, or sealed if necessary, while work is being performed.
- b. Plastic sheeting shall be used to prevent accumulation of dust and debris on the soil, vegetation or other surfaces adjacent to the work area. At a minimum, plastic sheeting shall be securely attached to the building or structure and extend the length of the work area.
- c. All visible dust and debris in and around the work area and all waste work materials such as tape, plastic sheeting, mop heads, cleaning cloths, sponges, disposable clothing, filters and other disposable work materials must be cleaned up at the end of each work day during the entire painting or remodeling project. The dust, debris and disposable work materials must be placed in double 4 mil or single 6 mil plastic bags.
- d. Waste generated during the project shall be disposed of in conformance with all applicable local, state and federal laws and regulations. Waste shall be transported and disposed of in such a manner as to prevent lead from becoming airborne.

4. Warning Notices

At least two warning signs shall be conspicuously posted adjacent to the work area. The signs shall be posted at the beginning of the project and remain posted until the project has been completed. The signs shall measure at least eleven (11) inches by eight (8) inches and display the following wording:

Caution – Paint Removal Work Area
Danger to Children and Pregnant Women

5. Exemption

Persons are exempt from this ordinance if there is no lead-based paint present on the surfaces to be painted or remodeled or if there is no lead-based paint disturbed by the painting or remodeling process. Lead-based paint means any paint or other surface coating material containing more than 0.06% lead by weight, or showing a lead concentration of more than 0.7 milligrams of lead per square centimeter (0.7 mg/cm²) of surface area. This determination must be made prior to removing or disturbing the paint by a laboratory certified to do lead analysis through the Environmental Lead Laboratory Accreditation Program. Paint chip samples must be collected according to instructions provided by the accredited laboratory. Acceptable paint chip samples must include all layers of paint and omit any surface material such as wood, masonry, etc. A Finding of no lead-based paint must be supported with written documentation showing who performed the testing (specifying the company or lab name and address and technician name), the date of testing, the test method used, the location and type of surface tested and the test result for each sample.

2.3 Additional Resources

- *Lead Paint Safety: A field Guide for Painting, Home Maintenance, and Renovation Work*, U.S. Department of Housing and Urban Development Office of Healthy Homes and Lead Hazard Control, <http://www.hud.gov/offices/lead/training/LBPguide.pdf>
- Nation Center for Health Housing, <http://www.centerforhealthyhousing.org/>

3. Asbestos Removal

3.1 Definitions

- Category I nonfriable Asbestos Containing Material (ACM) – packing, gaskets, resilient floor covering and asphalt roofing containing asbestos that cannot be crumbled to powder by hand pressure. The material is pliable and breaks by tearing. It does not easily release asbestos fibers upon breaking.
- Category II nonfriable ACM – any material containing asbestos that cannot be crumbled by hand pressure, but which is not pliable and breaks by fracturing. It does release asbestos fibers upon breaking. Exterior siding boards are included in this category.
- Friable ACM – any asbestos containing material that can be crumbled to a powder with hand pressure. Common materials include pipe insulation and sprayed on or tiled sound insulation material. Asbestos fibers are readily released upon breaking. Some nonfriable materials may become friable during activities such as grinding, cutting, and the like.

3.2 Applicable State and Federal Laws

Work shall be done in compliance with:

- State of Wisconsin Department of Natural Resources (DNR), Chapter NR 447 Asbestos Removal Regulations,
- Federal Environmental Protection Agency (EPA) Clean Air Act, and
- Occupational Safety and Health Administration (OSHA) worker safety codes and regulations.

3.3 Work Standards

Asbestos removal requirements shall be followed if work includes the removal of asbestos and asbestos containing materials in excess of 160 square feet or 260 linear feet. In such cases a *certified asbestos abatement supervisor and a certified asbestos worker are required to complete the work.*

As a program manager, it is useful to be aware of the practices that will be used by a certified asbestos worker, they are as follows:

A. Approved Practices

- Follow standard site maintenance procedures (Section 4).
- ACM must be removed prior to demolition, with the exception of Category II materials in some cases.
- Provide all necessary containment measure necessary to protect occupants, workers, and property.
- Containment measures shall be in place prior to the commencement of asbestos removal.
- Use only wet methods when disturbing asbestos and asbestos containing material.
- Containment areas shall be constructed using 6 mil polyethylene and duct tape in a manner to prevent the dispersion of asbestos dust particles.
- Cover ground or floor areas with two layers of 6 mil polyethylene.

- Shut down forced air heating systems and seal all hot and cold air returns with 6 mil polyethylene and duct tape.
 - Cover and seal all surfaces not to be worked on in the containment area.
 - Entrances to containment areas used by workers shall have two layers of 6 mil polyethylene attached to the top edges of the doorway and at opposite sides of the doorway to form a z-door.
- B. Prohibited Practices
- Use of non-HEPA approved vacuum.
 - Dry removal methods such as scraping, sanding, or sweeping.
 - Asbestos debris shall not be stored on-site unless it is properly protected in approved containment devices.
- C. Clean-up
- Dispose of materials in properly labeled double 6 mil polyethylene bags sealed with duct tape.
 - Friable ACM must be wetted prior to bagging and Category II ACM should be wetted as needed to control dust.
 - Line dumpsters with 6 mil polyethylene to prevent asbestos dispersion during transportation.
 - Do not store debris outside of building while awaiting disposal.
 - Clean work areas daily throughout asbestos removal process.

4. Site Maintenance

1. Site Preparation

- Close windows and doors adjacent to demolition work area.
- Prevent dust and debris from contaminating interior areas of the building or adjacent property.
- Locate any hidden utilities, electric, water, sewer, heat, etc. and disconnect or cap off utilities prior to start of demolition.
- Arrange and verify shut off of appropriate utilities, and protect utilities indicated to remain in services from damage during demolition.
- Provide sturdy barriers and covers as necessary for safety and to protect remaining work.
- Provide braces or shores wherever structural elements will be removed in partial demolition.
- Provide tree and shrub protectors.
- Store and handle materials in a manner to prevent loss from weather or other damage, and according to manufacturer specifications.

2. Site Work

- Start demolition at top most level, and proceed downward.
- Provide water supply and hoses for spray to control dust.

3. Site Clean-up

A. At the End of Each Day

- Secure equipment.
- Secure site if occupant has been temporarily relocated.
- Leave property in a safe and reasonable condition.
- If the occupant remains on site, there must be running water and an operable bathroom at the close of each work day.

B. When the Work is Completed

- Clean transparent materials and remove glazing compounds.
- Clean exposed hard-surfaced finishes to a dust-free condition free of stains, films, and other foreign substances. Sweep hard surface flooring and vacuum carpeting.
- Wipe surfaces of mechanical and electrical equipment. Clean light and plumbing fixtures.
- Remove labels that are not permanent.
- Completely control and remove all demolition debris, scraps and dust.
- Remove temporary protection and facilities.

4. Optional Energy Conservation and Environmental Protection Measures

- Create a job site recycling plan and recycle or reuse job site waste as much as possible.

5. Site Improvements

5.1 Concrete Walkways

All deteriorated essential paving shall be repaired.

1. Materials and Products

- Comply with American Concrete Institute 301 Specifications for Concrete (ACI 301).
- Create exterior slabs with a minimum of a 6 bag mix or design strength of 4,000 pounds per square inch of Portland Cement to prevent freeze/thaw damage and maximize performance.

2. Construction and Installation

- Comply with ACI 304 for measuring, mixing, transporting and placing concrete.
- Provide protection to ensure nearby walls, buildings, porches, doors, windows, etc. are not sprayed or splashed with concrete during pour or subsequent concrete finishing work.
- If pouring concrete on disturbed soil, provide 3 inches of compacted sand or gravel aggregate.
- Provide movement and relief joints in locations, depths, and widths as detailed: at contact of pavement with other work, for thermal expansion/contraction, to control movement and settlement cracks, at breaks in the construction sequence.
- All control joints shall be a minimum of $\frac{1}{4}$ the thickness of the slab.
- Make joint lines straight and uniform.
- Footings shall be excavated to a depth of 4 feet below finished ground elevation and shall be uniform in direction and width.
- Steps shall be uniform in rise and run with rounded nosings. Maximum riser height is 8 inches and minimum tread size is 9 inches. Standard is total of two should be 17 inches.
- Comply with ACI 302 for screening, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- To start the curing process, cover the slab with plastic sheets or apply a liquid curing compound.
- Finished concrete flat work shall be free of depressions or low spots to prevent the pooling of water. Concrete shall be pitched $\frac{1}{8}$ inch per foot to shed water.
- Use a light broom or wood trowel finish.
- Exterior sidewalks shall be a minimum thickness of 4 inches.

3. Completion

- Back fill and landscape disturbed areas.
- Walkways shall be of safe level surface.

4. Optional Energy Conservation and Environmental Protection Measures

- Opportunities may exist to use asphalt with recycled content.
- The use of permeable materials is encouraged where possible.

5.2 Excavation, Grading and Backfill

1. Materials and Products

- Fill material shall be uniform and free from debris or organic matter.
- Avoid silt heavy clay or expansive clay backfill, use granular soils instead.

2. Construction and Installation

- Contact Diggers Hotline at least three business days prior to starting excavation work.
- Protect overhead lines from damage by trucks and cranes.
- Provide shoring and bracing as necessary, as well as temporary drains and/or pumps to remove ground and rain water.
- Grading for slabs shall be level.
- Backfilling shall not occur until exterior waterproofing has been completed, inspected, and approved; exterior foundation insulation has been installed, and formwork and any trash and debris are removed.
- Protect foundation and retaining walls during backfilling by bracing.

3. Completion

- The ground around the dwelling shall be sloped away from foundation walls to divert water away from the structure. Sloping should be a minimum of 3 inches for every 5 feet for at least 10 feet outward from building foundation.

4. Optional Energy Conservation and Environmental Protection Measures

- Identify potentially harmful substances that may be uncovered during excavation and handle them according to governing regulations.
- Strip and stockpile topsoil that will be reused in the work for final grading and landscaping.

5.3 Erosion Control

1. Materials and Products

- Use redundant straw bale, silt fencing and/or equivalent measures to prevent erosion in areas with slopes.
- Use straw bales, filter fabric fences and/or equivalent barriers to protect on-site sewer inlets.

2. Construction and Installation

- Check local requirements and use appropriate site erosion control per local code.
- Limit runoff to adjacent properties, including the street and public access roads.
- Inspect and repair erosion control measures once a week and after every ¼ inch of rain.

3. Completion

- At the end of each day sweep or scrape up any soil or sediment on the roadway.
- Remove all temporary erosion control barriers when work is completed.

4. Optional Energy Conservation and Environmental Protection Measures

- Guarding against erosion protects the soil on site and limits runoff that can carry pollutants that can contaminate the water.
- Preserve existing trees and grass where possible.
- Revegetate the site as soon as possible.

6. Roofing

6.1 Shingles

1. Materials and Products

A. Underlayment and Decking

- Install waterproof roofing membrane per manufacturer's instructions on roofs pitched between 3 inches through 4 inches of rise per foot of run.
- Use 15 pound asphalt-saturated roofing felt beneath shingles, and 30 pound roofing felt beneath metal roofing materials.
- Eave protection membrane underlayment shall be self-adhesive rubberized asphalt sheet from the same manufacturer as the shingles.
- Wood underlayment shall be an exterior grade plywood, waferboard, with a minimum thickness of 3/8 inch. OSB with a thickness of 7/16 inch would be acceptable.

B. Shingles

- Fiberglass or asphalt shingles may be used. Fiberglass shingles are a type of asphalt shingle made out of fiberglass mats as an alternative to the felt mats that are usually used.
- Asphalt shingles shall not be installed on roofs with less than a 2 inch rise per foot of run.
- Shingles must have an Underwriters Laboratory (UL) "Class A" rating.
- Shingles must meet the UL 997 Wind Resistance of Prepared Roof Covering Materials standard.
- Shingles must meet the American Society for Testing and Materials (ASTM) D3462 Asphalt Shingles Made from Glass Felt and Surfaced with Mineral Granules standard.
- Shingles must meet the ASTM D3018 "Class A" Asphalt Shingles Surfaced with Mineral Granules standard.
- Shingles that have a self-sealing adhesive strip shall include a sealant which has average bond strength of at least 1.5 pounds per 3.75 inches of shingle width, at 32° F.
- Shingles must meet minimum weight standard of 240-245 lbs/square.
- Shingles shall have at least 4 fasteners per strip shingle or 2 fasteners per interlocking shingle.
- Shingle head lap shall be at least 2 inches.
- Shingles must have a minimum 25-year manufacturer warranty.

C. Metal Roofing

- Metal roofing systems shall be tested in accordance with the Underwriting Laboratories, Inc. (UL) Test Method 580 "Tests for Uplift Resistance of Roof Assemblies," or have a Factory Mutual Research Corporation (FMRC) classification. In addition, roofing shall be

tested in accordance with American Society for Testing and Materials (ASTM) E1592-95 for negative loading.

D. Nails

- Use nails of sufficient length to penetrate roof sheathing.
- Nails or other fasteners must be corrosion resistant.

2. Construction and Installation

- When work involves removal or disturbance of painted or otherwise coated surfaces, work shall comply with Lead Dust Hazard (see Section 2 “Lead Hazard Reduction”)

A. Preconstruction and Preparation

- The placing of new covering over existing covering shall not take place if two or more layers exist. Tear off underlayers in order to place new roofing material.
- Store materials to avoid weather or other damage – comply with manufacturers recommendations for storage and protection.
- Install plastic tarps around exterior of building and in attic or other interior areas to collect falling debris from roof. Need to make sure insulation is back to original condition.
- Have on hand and ready for installation in coordination with roofing, all flashing, roof vents, drip edging, sheet metal, roof cement, underlayment, water shield, and fasteners.
- Have on hand adequately sized waterproof tarps or covers to protect exposed roof in the event of inclement weather.
- Securely attach tarps or covers to prevent wind, rain, snow or other weather related condition from dislodging coverings.
- Proceed with shingle installation only after all penetrations have been made, substrate is dry, and weather conditions are acceptable.
- In the case of tear-off, remove existing materials down to roof deck; ensure deck is dry, clean and smooth before proceeding; replace and/or repair defective decking as necessary to provide a structurally sound deck surface.

B. Installation

- Install all items according to manufacturer’s recommendations.
- Provide lifts, cranes, ladders or scaffolding to assist high-level roofing work.

a. Underlayment and Decking

- Install one layer of roofing felt over entire roof deck area not protected by eave or valley membrane.
- Run sheets horizontally lapped so water sheds.
- On roofs sloped greater than 4 inches per foot, lap horizontal edges at least 2 inches and at least 2 inches over eave protection membrane.
- On roofs sloped between 3 inches per foot and 4 inches per foot, lap horizontal edges at least 19 inches and at least 19 inches over eave protection membrane.
- Lap ends at least 4 inches; stagger end laps of each layer at least 36 inches.
- Lap underlayment over valley protection at least 6 inches.
- At vent pipes, seal asphalt roofing felt tightly to pipe.
- At vertical walls, install asphalt roofing felt extending at least 6 inches up the wall.
- At chimneys, install asphalt roofing felt around entire chimney extending at least 6 inches up the chimney face.

- At skylights and roof hatches, install asphalt roofing felt from under the built-in counterflashing and on to the roof surface.

b. Shingles

- Space each joint a minimum of 1 ½ inches from adjacent course.
- Double shingles at first course to form a 1-inch drip edge.
- Install sheet metal or equivalent ice dam protection if roof extends over a heated area of a dwelling, attached garage and has a slope of 4:12 or less. Ice dams shall extend at least 30 inches up the roof slope from the edge and at least 12 inches beyond the inner face of the exterior wall.

c. Techniques: Choose one of the following

- Open Valley Technique:
 - Snap diverging chalk lines on metal flashing, starting at 3 inches each side of top of valley, spreading at 1/8 inch per foot to eave.
 - Run shingles to chalk line.
 - Trim last shingle in each course to match chalk line; do not trim shingles to less than 12 inches width.
 - Apply 2-inch wide strip of plastic cement under ends of shingles, sealing them to metal flashing.
- Closed Valley Technique:
 - Run the first, and only the first, course of shingles from the higher roof slope across the valley at least 12 inches.
 - Run all courses from lower roof slope across the valley at least 12 inches and nail not closer than 6 inches to center of valley.
 - Run shingles from the upper roof slope into valley and trim 2 inches from center of valley.
- Woven Valley Technique:
 - Do not make woven valley with laminated type shingles or when not allowed by manufacturer's instructions.
 - Run shingles from both roof slopes at least 12 inches across center of valley, lapping alternate sides in a woven pattern.
 - Nail not closer than 6 inches to center of valley.

d. Metal Roofing

- Install metal panel system plumb, level and straight.
- Make no face penetrations or perforations in metal panels by fasteners except as indicated.
- Install all panels continuous from ridge to eaves with no horizontal laps.
- Install panel system so it is watertight, without waves, warps, buckles or distortions, and allow for thermal movement considerations.

3. Completion

- Remove installation debris from site.
- Provide manufacturer's warranty.
- Touch up and abrasions or scratches on metal roofing

4. Optional Energy Conservation and Environmental Protection Measures

- Use recycled content shingles or metal roofing materials when possible.

6.2 Flashing

1. Materials and Products

- Steel flashing shall be of 28 gauge galvanized steel.
- Aluminum flashing shall be of 20 gauge aluminum.
- PVC flashing shall be a 30 mil sheet.
- Copper flashing shall be of 16oz./sq.ft. cold rolled copper.
- Fasteners shall be of a compatible non-corrosive material consistent with the type of flashing being installed.
- Use at least No. 28 galvanized, corrosion-resistant sheet metal, 16 inches wide, or a layer of at least 50 pound roll roofing 16 inches wide over a layer of 15 pound roofing underlayment for flashing over “open valleys.”
- For “closed valleys” use flashing with at least one layer of 50 pound roofing at least 20 inches wide over the layer of 15 pound roofing underlayment.

2. Construction and Insulation

- Install roof flashing as needed to guarantee a finished and watertight roof system.
- Lap and lock seams; solder seam joints where necessary to guarantee a watertight seal.
- Lap edge metal at least 4 inches.
- Install flashing high enough at walls to ensure a watertight seal.
- Caulk hip, ridge and other flashing, as well as reglets.
- Cover all edges of metal flashing with roofing cement or adhesive.
- Fill all joints between flashing and edges of shingles with roof cement or adhesive.

3. Completion

4. Optional Energy Conservation and Environmental Protection Measures

6.3 Gutters and Downspouts

1. Materials and Products

A. Gutters

- Aluminum gutters shall be “K-Type” (also called Ogee), 5 or 6 inch, and shall be seamless with a minimum gauge of 24.
- Galvanized gutters shall be “K-Type” or “Half Round”, 5 or 6 inch, and shall be seamless with a minimum gauge of 26.
- Gutter flashing shall be non-corrosive sheet metal with a minimum of 24 gauge hot-dipped galvanized steel sheet, or aluminum with a minimum 0.032 inch thick sheet.

B. Downspouts

- Aluminum downspouts shall be 3 or 4 inch round or square corrugated aluminum with a minimum gauge of 24.
- Galvanized downspouts shall be 3 or 4 inch round or square corrugated with a minimum of galvanized steel gauge of 26.

2. Construction and Installation

- When necessary provide a certified lead abatement supervisor and certified lead abatement workers to perform gutter and downspout demolition, including clean up and debris removal as per Section 2 “Lead Hazard Reduction.”
- Seal all gutter joints, screws, rivets, etc. with approved sealant.
- Support every separate section with hangars and straps adequate in size to support loads.
- Do not mount gutter straps over top of shingles.
- Construct gutters with positive slopes to prevent accumulation of standing water.
- Lap joints to match drainage flow.
- Provide movement slip joints on downspouts.
- Provide downspout extensions as necessary to adequately divert water away from building.
- Keep downspouts and gutters separated from wall surfaces to avoid staining and corrosion.

3. Completion

4. Optional Energy Conservation and Environmental Protection Measures

7. Openings

7.1 Windows

1. Materials and Products

- Windows shall be weathertight and allow no air infiltration.
- Storm windows shall be provided if windows are single glazed.
- Windows must be capable of being maintained in a clean and sanitary condition.
- Closures shall be uniform and secure when units are closed and locked.
- Windows on the ground level must be equipped with locks.
- Windows that are used for ventilation and are openable must be equipped with screens.

2. Construction and Installation

- When work involves removal or disturbance of painted or otherwise coated surfaces, work shall comply with Lead Dust Hazard (see Section 2 “Lead Hazard Reduction”).

A. Preconstruction and Preparation

- Store materials to avoid weather or other damage – comply with manufacturers recommendations for storage and protection.
- Ensure containment measures are in place and debris (old windows and trim) is disposed in a lead safe manner.
- Check rough opening to ensure it is sized properly and is square and level.

B. Installation

- Install all items according to manufacturer’s recommendations.
- Install proper flashing under and around window opening.
- Anchor windows securely in place, level and plumb.
- Seal entire perimeter of each unit with a continuous bead of sealant.
- Install insulation in openings and cavities around window.
- Install all necessary window jambs, stops, casings or other trim materials as necessary for a finished installation.
- Adjust operating sash for proper operation and closure, and lubricate hardware.
- Install proper weatherstripping.

3. Completion

- Clean glass promptly after installation.

- Repair or replace any materials, such as trim, damaged during installation.
- Provide manufacturer's warranty.
- Any raw wood (windows and trim) is to be stained, sealed, varnished, coated with polyurethane or painted.

4. Optional Energy Conservation and Environmental Protection Measures

- Whenever possible Energy Star rated windows shall be used, or windows with a U value ≤ 0.35 (National Fenestration Rating Council label).
- Aluminum is highly conductive and not energy efficient, if using aluminum windows specify thermally broken frames only.
- If using insulating glass specify glazing with low-E films and argon or other inert gas between the panes.

7.2 Doorways

1. Materials and Products

- Underwriting Laboratory (UL) label is required on fire rated doors.
- Fire rated doors must comply with all building and fire code requirements.
- Entry door locksets and deadbolts serving an individual unit shall be keyed alike.
- Deadbolts shall be openable without a key from the inside of the dwelling unit.
- Standard thickness for exterior doors is 1-3/4 inches.
- Standard thickness for interior doors is 1-3/8 inches.

2. Construction and Installation

- Bottom clearance on mounted doors shall be 1/2 inch maximum; clearance must allow for thresholds, weatherstripping, gasketing, carpet and other types of flooring.
- Top clearance on mounted doors shall be 1/8 inch maximum.
- Lock and hinge edge should be beveled at 1/8 inch in 2 inches maximum.
- Install hinges so that mortise-type hinges are flush, distances on door are correct, heights are correct and intermediate hinges are equidistant from others.
- Install fiberglass insulation in openings and cavities around exterior door frame.
- Apply high quality sealant under door threshold prior to installing pre-hung exterior doors.
- Seal doors at tops and bottoms after installation.
- Install proper weatherstripping.

3. Completion

- Install all finishing hardware such as door jambs, stops, and casings or other trim materials.
- Seal, stain or paint exterior doors before or immediately after installation.

4. Optional Energy Conservation and Environmental Protection Measures

8. Exterior Finishing

8.1 Siding

1. Materials and Products

- Materials shall be weather and water tight.
- Fasteners shall be of sufficient length to adequately penetrate the wall.
- Use galvanized steel, or corrosion-resistant nails, staples, or screws.
- Minimum of 5 year warranty.

2. Construction and Installation

- When work involves removal or disturbance of painted or otherwise coated surfaces, work shall comply with Lead Dust Hazard (see Section 2 “Lead Hazard Reduction”).

A. Preconstruction and Preparation

- Remove any wet and/or rotted siding and patch wall with ½ inch particle board.
- Before beginning work verify dimensions of building.
- Nail down loose boards, remove architectural components and protrusions, and remove loose caulking around windows to ensure flat surface for siding installation.
- Check all walls for evenness and install furring strips when necessary (Note: In cases where the lower portion of a horizontal siding panel must be trimmed so that it may be installed over steps, porches, etc., the panel shall be built out – “furred” – for proper angle and rigidity.
- Proceed with siding work only when substrate is completely dry.

B. Installation

- Install according to manufacturer’s specifications.
- Install all aluminum materials to properly divert water away from vulnerable locations.
- Caulk fully behind all trim pieces to seal openings.

a. Vinyl Siding

- Stagger the siding end laps so that no two courses (rows of panels) are aligned vertically, unless separated by at least three courses (rows of panels).
- When panels overlap, make sure they overlap by one half the length of the notch at the end of the panel, or approximately 1inch.
- Since vinyl siding moves as the temperature changes, make certain that the vinyl panels can move freely in a side-to-side direction once fastened.

- Fasten the panels in the center of the nailing slots. Allowance should be made for expansion and contraction by leaving a ¼ inch gap between the siding and all corner posts and channels (increase to 3/8 inch when installing in temperatures below 40 degrees Fahrenheit. If the panels are 20 feet or longer, increase the gap to 3/8 inch, unless the manufacturer's instructions specify otherwise).
- Allow 1/32 inch clearance (the thickness of a dime) between the fastener head and the vinyl. Tight nailing, screwing, or stapling will cause the vinyl siding to buckle with changes in temperature.

b. Aluminum Siding

- If underlayment is required per manufacturer's instructions but if a product is not listed, either:
 - Install one layer of 15 pound asphalt-saturated roofing felt or house wrap over entire wall area. Run sheets horizontally lapped so water sheds.
 - Install building wrap horizontally by nailing and lapping edges a minimum of 6 inches.
- Install siding in such a way as to minimize the number of joints, seams, and edges. Use full length panels wherever possible.
- Do not force the panels up or down when fastening in position. Allow each panel to hang without strain.
- Do not drive the head of the nail tightly against the siding nail hem. Allow 1/32 inch (about the thickness of a dime) clearance between the fastener head and the siding panel. Drive nails straight and level to prevent distortion and buckling of the panel.
- Leave a minimum of ¼ inch clearance at all openings and stops to allow for normal expansion and contraction. When installing in temperatures below 40 degrees Fahrenheit, increase minimum clearance to 3/8 inch.
- Do not caulk the panels where they meet the receiver of inside corners, outside corners, or J-channel trim. Do not caulk the overlap joints.

c. Wood Siding

- Install underlayment of 15 pound asphalt saturated roofing felt – one layer over entire wall area. Run sheets horizontally lapped so water sheds.
- All joints between lap siding pieces and sheet siding shall be over studs.
- Nails shall be set and puttied.
- Siding overlap shall be a minimum of 1-inch.

3. Completion

- Extend all utility and other penetrations through siding as needed.
- Use trim channels around all vents, windows, doors, and other openings.
- Provide manufacturer's warranty.

4. Optional Energy Conservation and Environmental Protection Measures

- Use recycled content siding when possible.

8.2 Trim Wrapping

4. Materials and Products

- Vinyl or aluminum trim wrap may be used to cap and weather seal old wood trim.

4. Construction and Installation

- Exterior trim shall be tight, free of gaps at time of installation, uniform in appearance and properly flashed or sealed.
- Be sure to caulk edging with a durable outdoor sealant.

4. Completion

4. Optional Energy Conservation and Environmental Protection Measures

9. Foundation and Structure

9.1 Structure

1. Materials and Products

A. Walls and Flooring

- Comply with Plywood Specification and Grade Guide of the American Plywood Association and the Manual for Wood Frame Construction, American Forest and Paper Association (NFPA), © 2001.
- Moisture content of framing lumber shall be 19% or less by weight.
- Reject any framing lumber that is not grade-stamped by a bona fide grading agency.
- Pressure treated lumber shall be labeled to show conformance with American Wood Preservers' Association (AWPA) C22-03 "Lumber and Plywood for Permanent Wood Foundations – Preservative Treatment by Pressure Processes" and labeled by an inspection accredited by the American Lumber Standards Committee.
- Subflooring shall be APA rated plywood sheathing, exterior grade, or Oriented Strand Board (OSB).
- Roof sheathing shall be APA rated plywood sheathing, exterior grade, OSB, or Waferboard with waterproof resin binder.
- Underlayment shall be APA rated underlayment, approved for use under asphalt, vinyl, and resilient tile or sheet flooring.

B. Fasteners

- Use hot-dipped galvanized steel or stainless steel nails for exterior, high humidity, and treated wood locations.
- Electro-galvanized nails shall not be used on exteriors, or where corrosive staining might mar wood surfaces.
- Nails used in redwood or cedar shall be of stainless steel.
- Subfloor glue shall be APA solvent based, waterproof construction grade adhesive.

2. Construction and Installation

A. Walls

- Vertical framing shall be plumb within ¼ inch per 10 linear feet.
- Horizontal framing shall be level within ¼ inch per 10 linear feet.

- Nails or screws shall be at least twice as long as the thickness of the wood, with spiral shanks to maximize hold.
- Construct stud framing and blocking to support wall-mounted fixtures, cabinets, railings, and equipment.
- Stud framing shall be substantially braced, secured with correct sizes and types of fasteners, and installed with fire stops to provide snug blocking between studs.
- Position studs at corners to provide ample nailing backing for exterior and interior panels.
- Provide blocking and double top plate headers for wall openings.
- Lap top plates and set butt joints so as not to occur over openings.
- Install top plates to provide uninterrupted, ample nailing backing for exterior and interior panels.
- Install headers and lintels with ample baring, secure connection to supports, complete bracing, nailing and stop plates at floors and slabs, double-sided prop bracing at walls, and diagonal horizontal cross bracing at plates of intersecting walls.
- Provide joints and connectors for non-wood construction to allow for movement such as lumber shrinkage and normal thermal expansion and contraction of building components.
- Provide clearance between framing and other construction subject to fire hazard such as chimneys and appliance vent piping.

B. Flooring

- Floor framing members shall be set with crowns upward and with full bearing plates.
- Joist hangers shall be set straight, aligned, substantially braced and secured with correct size and type fastenings.
- Stagger subflooring butt joints.
- Completed subflooring shall be level within ¼ inch per 10 linear feet, free of depressions or humps, and free from holes, splits or other construction damage.

C. Fasteners

- When using bolts, drill holes 1/16 inch larger than bolt diameter.
- Use washers under all nuts.
- Glue and secure subflooring to joists with screws or screw type nails. Subfloor to joist connections must be sufficient to prevent any squeaking of flooring.

3. Completion

4. Optional Energy Conservation and Environmental Protection Measures

9.2 Foundation

1. Materials and Products

- Unless otherwise noted, all concrete foundation walls and slabs on grade shall be 3,000 p.s.i.
- All slabs under interior finished and heated living spaces shall be placed on 6-mil polyethylene vapor barriers with a minimum of 6 inch lapped joints.

2. Construction and Installation

- Foundations should have a footing.
- Foundation walls shall prevent the entrance of water or moisture into a basement or crawl space area.
- Crawl spaces shall have a minimum access opening of no less than 22 by 30 inches with a clear height of over 30 inches, unless the space contains mechanical equipment, in which case the opening shall be of sufficient size to permit the removal and replacement of equipment.
- Cracks in walls shall be effectively sealed and loose or defective mortar joints replaced.
- Provide ½ inch expansion joint material between all concrete slabs and abutting concrete or masonry walls occurring in exterior or unheated spaces or areas.
- Where necessary, interior or exterior face of walls shall be damp proofed by bituminous coating or cement parging.
- Foundation fasteners shall not be located underneath any studs.
- Shims for mudsills shall be of preservative treated lumber.
- When foundation is to be insulated excavate 1 foot below grade, install 2 inch Styrofoam board to cover area between ground level and bottom siding, cover with aluminum or pressure treated plywood, pebble board or fiberglass board.
- Provide ventilation space for girders that will be set in foundation wall pockets or directly above earth.

3. Completion

- Ground around the dwelling shall be sloped away from foundation walls to divert water away from the structure.
- Provide termite protection as required and remove all wood construction materials from the excavation near the structure.

4. Optional Energy Conservation and Environmental Protection Measures

10. Heating, Insulation and Ventilation

10.1 Heating

- Heating facilities shall be provided for each living unit and other spaces assuring for interior comfort, safety and convenience in operations, and economical performance.

1. Materials and Products

- Furnaces and boilers shall be provided with ducted combustion air ducted directly from outdoors to the burner or to an airtight mechanical room.
- Each heating system or device shall have a recognized approval for safety and shall be capable of maintaining a temperature of at least 68 degrees Fahrenheit within the living units, corridors, public spaces, and utility spaces where the outside temperature is at 15 degrees below zero. (If there is air conditioning, it should maintain a temperature of at least 68 degrees Fahrenheit when the outside temperature is 95 degrees.).
- Gas supply piping shall be steel, Schedule 40 black, malleable iron or forged steel fittings, screwed or welded.

A. Forced Air

- New gas fired forced air furnaces shall have a 90% minimum fuel efficiency rating.
- The combustion air requirements of the furnace are separate from the building to eliminate backdrafting.
- Sheet metal ducts shall be galvanized as per ASHRAE and SMACNA standards.
- Flexible ductwork shall have a seamless vapor barrier and a minimum of 1 inch fiberglass insulation.

B. Hydronic Heating

- New boilers shall be designed and tested for a minimum of 82% (gas fired) and 84% (oil fired) combustion efficiency based on I=B=R testing procedures.

2. Construction and Installation

- Provide a concrete pad or bricks to raise installed furnaces or boilers above basement floors.

- Insulate all pipes and ductwork running through unconditioned spaces.
- A. Forced Air
 - Do not mount return air grilles in basements, attics, or other storage areas.
 - Provide sheet metal outside mounted filter track with only one open end to install filter.
 - Ensure that all ductwork is properly sealed.
 - B. Hydronic Heating
 - Ensure that chimney flue is properly sized to ensure adequate draft of other existing appliance such as water heaters.
- 3. Completion**
 - Upon completion secure all required inspections and approvals of the completed systems.
 - 4. Optional Energy Conservation and Environmental Protection Measures**
 - Install Energy Star labeled boilers and furnaces.
 - Programmable set-back thermostats shall be used in all new installations.
 - To maximize efficiency, locate furnace to minimize total length of duct runs.
 - Minimize positioning of new ductwork in unconditioned spaces or exterior walls. If doing so, insulate with R-30 minimum insulation.

10.2 Insulation

- 1. Materials and Products**
 - For newly constructed spaces, use a minimum R-11 batt insulation in all exterior walls, minimum R-30 insulation in all attics and cathedral ceilings, and minimum R-19 batt insulation in all floors adjacent to the exterior or to unheated spaces.
- 2. Construction and Installation**
 - Insulation shall be installed where possible in any new walls, attics, crawl spaces when other work is performed.
 - When using unfaced insulation, install minimum 6 mil polyethylene vapor barriers against warm side of all insulation.
 - Weather stripping and/or weather-proof thresholds shall be installed around all doors.
 - Caulk and seal at all windows, exterior doors, vents, pipe penetrations, bottom plates and around all electrical boxes mounted in exterior walls.
 - Install sill sealer between foundation wall and wood sill plates.
 - Install batts with tight contact of insulation with framing.
 - Cleanly cut and tightly fit batts around electrical and plumbing components.
 - Keep ventilation space unobstructed.
- 3. Completion**
- 4. Optional Energy Conservation and Environmental Protection Measures**
 - In addition to basic sealing practices, advanced sealing practices can be used (sealing at top and bottom plates, at corners and between cavities at penetrations).

- Insulate new attics to R-50 for maximum energy efficiency.
- Insulate attack knee walls, rim joints, existing crawl spaces and floors over basements for added efficiency.
- Use recycled content insulation when possible.
- For energy conservation, recommended are values are R-19 for crawl spaces and band joists, R-38 for ceilings and R-11 for walls.

10.3 Ventilation

Ventilation requirements are described in AHRAE 62-1999, "Ventilation for Acceptable Indoor Air Quality."

1. **Materials and Products**

- Natural ventilation of spaces such as attics and enclosed crawl spaces shall be provided by opening of sufficient size to overcome dampness and minimizing the effect of conditions conducive to decay and deterioration of the structure, and to prevent excessive heat in attics.
- Roof vents and/or gable vents shall be used in conjunction with soffit vents to provide adequate removal of summer heat as well as winter moisture.
- Exterior ventilation openings shall be effectively screened where needed.
- Bathrooms shall have an operable window or be provided with a mechanical means of ventilation capable of completely changing the air every 7 minutes.
- Range hoods and exhaust fans shall be exterior ducted.
- Attics will be ventilated with a minimum of 1 square foot of free vent for each 300 square feet of roof area if a ceiling vapor barrier is present; 1 square foot for each 150 square feet of roof area is no ceiling vapor barrier is present.

2. **Construction and Installation**

3. **Completion**

4. **Optional Energy Conservation and Environmental Protection Measures**

- To test the tightness of the home envelope, complete a blower door test in accordance with American Society for Testing and Materials (ASTM) Standard E779-87. To meet Energy Star qualifications, Natural Air Changes per Hour (ACH_{nat}) shall be less than or equal to 0.50 Air Changes Per Hour. Check with your local weatherization program for more information on how these test are done and possibilities for partnership.

11. Interior Standards

11.1 Flooring

1. Materials and Products

A. Asphalt, Vinyl, Resilient Sheeting and Resilient Tile Flooring

- All flooring and base adhesives shall be waterproof, non-toxic, and low-odor.
- Metal transition strips (thresholds) shall be not less than ¾ inch width, 1/8 inch thick; butt type, rounded or beveled on the exposed edge with lengths sufficient to minimize joints.
- Resilient floor sheeting shall be a minimum of 6' wide.

B. Carpet

C. Ceramic Tile

- Comply with Tile Council of America Specifications 137.1.
- Floor tile shall have a coefficient of friction not less than 0.50 as per American Society for Testing and Materials (ASTM) F489, ASTM F609.
- Use Latex-portland cement mortar that conforms to American National Standards Institute (ANSI) A118.4.
- Use organic adhesive as per ANSI A136.1; Type I where subject to extended water exposure and Type II in all other locations.
- Provide non-corrosive lath: lapped, zinc-coated and tied with zinc-coated fasteners.

D. Wood Flooring

- Metal transition strips (thresholds) shall be not less than ¾ inch width, 1/8 inch thick; butt type, rounded or beveled on the exposed edge with lengths sufficient to minimize joints.

2. Construction and Installation

A. Asphalt, Vinyl, and Resilient Sheeting and Resilient Tile Flooring

- Remove existing shoe molding, nosings, transition strips, etc. to allow for complete and proper installation. Remove base molding only if necessary.
- Securely attach underlayment to existing floor using 1 inch or longer (as needed) ring shank flooring nails spaced 6 inches on center at edges and 8 inches on center in the field. Countersink all nail heads as necessary for a smooth finish.
- All joints nail heads, and other imperfections shall be filled with a material recommended by the manufacturer. Ridges, trowel marks, and other projections shall be sanded smooth.
- Broom clean or vacuum entire area prior to installation of flooring materials and adhesives.
- Fasten baseboards and/or shoe molding to walls only, not floors, to cover expansion space.
- Miter joints in shoe moldings and baseboards at outside corners, joints and at ends.
- Preformed rubber or vinyl baseboard corner shall be used at all inside and outside corners, do not bend rubber or vinyl base around corners.
- Install nosings at exposed edges of flooring, e.g., landings, stair treads, etc.

- For resilient sheeting flooring, start compression rolling over sheet flooring in middle and move outward to press out all bubbles. Use seam sealer at seams.

B. Carpet

- Remove existing carpet strips, nosings, transition strips (thresholds), etc. to allow for the complete and proper installation of carpeting.
- Prepare sub-floor by eliminating irregularities; removing grease, paints, varnish and other materials that might interfere with the adhesive; ensuring the sub-floor is secured; and cleaning the substructure of underlayment.
- Prepare concrete slab for installation by ensuring a smooth, dry, clean surface.
- Include padding underlayment where required.
- Install so that all portions are laid in the same direction and there are no fill strips less than 6 inches wide.
- Do not place seams in heavy traffic areas.
- Use thoroughly bedded and sealed butt joints.

C. Ceramic Tile

- Comply with Tile Council of America “Handbook for Ceramic Tile Installation”.
- Prepare floors for tiling so that the finished floor will be either perfectly level or slope properly to drains.
- Install waterproofing and backing that will absolutely block water leakage.

D. Wood Flooring

- Remove existing shoe molding, nosings, transition strips, etc. to allow for complete and proper installation. Remove base molding only if necessary.
- Inspect sub-floor for structural deficiencies and make any necessary repairs.
- Ring-shank flooring nails must be long enough to securely attach the flooring to substrate.
- Do not allow end joints to occur side by side, separate by at least two strips.
- Provide a minimum of ½” expansion joint space at walls.
- Fasten baseboards and/or shoe molding to walls only, not floors, to cover expansion space.
- Miter joints in shoe moldings and baseboards at outside corners, joints and at ends.

3. Completion

A. Asphalt, Vinyl, and Resilient Sheeting and Resilient Tile Flooring

- If necessary undercut doors to allow for proper clearance over new flooring.
- Remove excess adhesive and other marks from finished flooring.

B. Carpet

- If necessary undercut doors to allow for proper clearance over new flooring.

- Provide heavy duty non-staining paper, 6 mil plastic, or board walkways as necessary to protect carpeting during remainder of rehab project.
- Save large scraps for owner maintenance.

C. Ceramic Tile

- Wash tile surfaces with clean water before and after cleaning.
- Do not use acidic cleaners near finish metal or other vulnerable surfaces.
- Remove excess corrosive cleaning solutions from site; do not empty into building drains.
- Prevent foot traffic for at least 3 days, place flat boards in walkways for 7 days where use of newly tiled floors with cement type grout is unavoidable.

D. Wood Flooring

- If necessary undercut doors to allow for proper clearance over new flooring.
- Sand new wood flooring consistently smooth, without lumps, depressions, and burns. If using pre-finish, then no sanding is needed.
- Before applying finish, thoroughly cleanup and vacuum all sanding dust.
- Apply final finish as soon as possible.
- Allow at least 24 hours drying time between finish coats.
- Protect floor during and after installation with heavy Kraft paper or other suitable material.

4. Optional Energy Conservation and Environmental Protection Measures

A. Carpet

- Use recycled content carpeting when possible.

B. Ceramic Tile

- If air quality is a concern use grouts, grout sealers, and mortars without latex additives or fungicides.

C. Wood Flooring

- Use solvent-free, low V.O.C. finish if possible.

11.2 Wallboard

All work with gypsum wallboard shall comply with Gypsum Association, "Application and Finishing of Gypsum Board," GA-216-2000, February 2000.

1. Materials and Products

- Metal trim shall be zinc-coated steel 26 gauge.
- When attaching gypsum to metal framing use 1-1/4 inch type W bugle-head screws or annular ring nails (drywall nails).
- Use moisture resistant wallboard in damp environments and seal edges and cuts.

2. Construction and Installation

- Install blocking and backups to support all edges of wallboard.

- Verify that wood framing to receive wallboard is dry and not subject to shrinkage.
- Verify that all-mechanical equipment (e.g., wiring, piping, ductwork, etc.) is properly protected from nail and screw penetration.
- Install wall panels horizontally 3/8 inch to 1/2 inch from floor.
- Stagger panel joints vertically.
- Stagger panel joints back-to-back if using double layered panels.
- Stagger short joints of ceiling panels at half the long dimensions of panels.
- Keep joints to a minimum.
- Install metal corners and other protective strips where finish wallboard edges might be damaged.
- Install gypsum wallboards at right angles to furring or studs.
- Install wallboard to ceilings with long dimension of board at right angles to joists.
- Attach with screws at 12 inches o.c. at ceilings and 16 inches o.c. at walls unless wall framing members are 24 inches apart, then space screws 12 inches o.c.
- Start nailing or screwing at center and proceed to outward edges.
- Do not proceed with nailing into wood framing that has over 19% moisture content.
- Thoroughly seal penetrations in fire-rated walls.

3. Completion

4. Optional Energy Conservation and Environmental Protection Measures

11.3 Painting

1. Materials and Products

- Do not use alkyd primer on gypsum board.
- Add approved fungicide to paints in shower or toilet room and other damp rooms.

2. Construction and Installation

- Provide certified lead abatement supervisor and certified lead abatement workers to perform and surface preparation work, including but not limited to wet scraping, wet sanding, HEPA planning, heat gunning clean up and debris removal. See Section 2. Lead Hazard Reduction.
- Clean surface to be painted of dirt, oil, and any other materials that might interfere with painting.
- Fill nail holes and other irregularities to create a uniform surface.
- Do not apply paint when relative humidity exceeds 85% or on wet or damp surfaces, including wood with moisture content of 12% or higher.
- Do not paint over joints or seams that would prevent free movement of window sashes, storm windows, doors, cabinet doors or drawers, scuttle panels, etc.
- Use two coats of heat-resistant paint when covering radiators.

3. Completion

- Reinstall removed items using workers competent in the related trades.
- Test each painted item for free movement after finish is completely dry.
- Provide owners with extra stock of 10% or more of each color, type and gloss of paint used in the work.

- Inspect dry coats and make all necessary repairs and corrections.
- 4. Optional Energy Conservation and Environmental Protection Measures**
- Use low or no V.O.C. paints when possible.

12. Electrical Equipment and Wiring

12.1 Lighting

1. Materials and Products

2. Construction and Installation

3. Completion

- Each room shall have adequate natural or artificial lighting to permit normal indoor activities and to support the health and safety of occupants.
- At least one wall switch controlled lighting outlet shall be installed in every habitable room, kitchen and bathroom.
- A ceiling or wall-type light fixture shall be present and working in the bathroom and kitchen areas.

4. Optional Energy Conservation and Environmental Protection Measures

- Use Compact Florescent Bulbs (CFLs) or LED technology when possible.

12.2 Electricity

1. Materials and Products

- Service entrance cable shall be of copper conductor with 600 volt insulation, type SE.
- Underground feeder and branch circuit cable shall be size 14 through 4 AWG, copper conductor 600 volt insulation, type UF.
- Circuit breakers shall be provided with surface cabinets with screw covers and hinged doors. Copper bus and ground bus 110/220 volts.
- Wiring shall be nonmetallic sheathed cable, size 14 through 4 AWG, copper conductor 600 volt insulation, type UF.
- Wall switches shall be quiet operating, rated 20 amperes and 110-220 volts AC.
- Outlets installed in a kitchen or bathroom in the general location of water shall be protected by ground fault interrupter.
- Exterior weatherproof cover plates shall be gasketed cast metal with hinged gasketed covers.
- 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.

2. Construction and Installation

- All aboveground cables and flexible cords shall be enclosed to protect against physical damage.

3. Completion

- Sufficient electrical sources shall be provided to permit the use of essential electrical appliances while assuring safety from fire.

- At least two electric outlets (duplex wall-type outlets) shall be present and operable in the living area, kitchen, and each bedroom.
- Single main disconnecting means shall exist for each metered service, except services rated 300 amperes or more shall be permitted to have 2 service disconnecting means.

4. Optional Energy Conservation and Environmental Protection Measures

13. Plumbing Systems

All work shall comply with Wisconsin Plumbing Code. All piping which conveys water for human use or consumption or to plumbing fixtures and plumbing appliances shall be installed by a licensed plumber.

13.1 Sewer and Septic

1. Materials and Products

- Sanitary sewer piping within the building shall be PVS pipe as per American Society for Testing and Materials (ASTM) D2665, or F891 with solvent weld joints; ABS pipe as per ASTM D1527, D2661 or F628 with solvent weld joints; or cast iron pipe as per ASTM A74, A888, or CISPI 301 service weight with neoprene gaskets.
- Sanitary sewer piping below grade and beyond the building line shall be vitrified clay pipe as per ASTM C700 standard with bell and spigot and neoprene gaskets; PVC pipe as per ASTM D1785, D2665, D3034, or F891 with elastometric gaskets; or cast iron piping as per ASTM A74, A888, or CISPI 301 service weight with neoprene gaskets.
- Every trap and trapped plumbing fixture shall be provided with an individual vent.

2. Construction and Installation

- Seal all openings at pipes and conduits in exterior walls with non-hardening, weather resistant caulk. Openings in masonry walls shall be sealed with concrete mortar materials.
- Any underground drain piping shall be a minimum of 2 inches in diameter, any portion that is 2 inches shall not exceed 20 feet. Drain piping shall be installed at the appropriate pitch for piping diameter.
- Drain fittings, connections, devices and methods of installation shall not obstruct or retard the flow of water, wastes, sewage or air in the drain system or venting system in an amount greater than the normal frictional resistance to flow.
- Drain piping located below the ceilings of areas where food, ice or potable liquids are prepared, handled or stored shall be installed with the least number of joints possible and ceilings must provide access to the piping.

3. Completion

- Secure all required pressure tests, inspections, and approvals for the completed systems.

4. Optional Energy Conservation and Environmental Protection Measures

13.2 Water Supply

1. Materials and Products

A. Potable Water

- Water supply piping within the building shall be copper piping type M as per ASTM B42 or B88, galvanized steel as per ASTM A53 or other materials as approved by the State of Wisconsin Plumbing Code.

B. Wells

a. Installation and Upgrade

- Use only code-complying well casing piping.

b. Abandonment

- Approved fill material includes cement grout, sand-cement grout and concrete or bentonite chips. Dug wells may also be filled with clean clay, silt, or concrete.

2. Construction and Installation

- Adequate measures should be taken to protect pipes from freezing.
- Seal all openings at pipes and conduits in exterior walls with non-hardening, weather resistant caulk. Openings in masonry walls shall be sealed with concrete mortar materials.

A. Potable Water

- All valves, except fixture stop valves, supplying potable water shall be identified potable by tags.

B. Wells

a. Installation and Upgrade

- Ensure that wells are located upslope and as far as possible from potential contamination, including:
 - 8 feet from approved gravity building sewer pipe or 25 feet from building sewers made of other non-approved materials or a pressurized building sewer.
 - 8 feet from a swimming pool.
 - 100 feet from any buried petroleum tank, except that only 25 feet of separation is required for a buried fuel oil tank if the tank is used for private residential heating.
 - 25 feet from a septic or holding tank, or from a laundry or wastewater sump.
 - 25 feet from the high water mark of a lake, pond or stream.
 - 50 feet from a privy, dry well, soil absorption system or mound system.
 - 50 feet from a municipal collector sewer.
 - 50 feet from an animal yard or animal shelter.
 - 250 feet from a sludge disposal area, a salvage yard or a salt storage area.
 - 250 feet from an absorption, storage, retention or treatment pond; ridge and furrow system; or spray irrigation waste disposal.
 - 1,200 feet from any existing, proposed or abandoned landfill site.
- Well casing piping must extend at least 12 inches above the finished ground surface and 2 feet above a floodplain.
- To prevent vermin and insects from entering the well, install a well cap and electrical conduit.
- Underground connections must be made with approved pitless adapters to ensure a water tight seal.
- Install an accessible downward-facing, non-threaded sampling faucet between the pump and the pressure tank at least 12 inches above the floor to allow for sampling.

b. Abandonment

- All debris, pump, piping, unsealed liners and any other obstructions which may interfere with ceiling operations shall be removed prior to abandonment.
- Fill material must be placed through a conductor pipe extending to the bottom of the well, except when bentonite chips are used.
- Completely fill and seal the abandoned well from the bottom to the top.

3. Completion

- Secure all required pressure tests, inspections, and approvals for the completed systems.
- Well water must be tested for coliform bacteria at least two times a minimum of two weeks apart, and for arsenic at least once for a new permit, and once each for a permit renewal.

4. Optional Energy Conservation and Environmental Protection Measures

13.3 Hot Water Supply

1. Materials and Products

- All water heaters shall be equipped with a pressure/temperature relief valve possessing a full-sized (non-reduced) rigid copper or steel drop leg to within six inches of the floor.
- Hot water supply systems must be equipped with automatic temperature controls capable of adjustments from the lowest to the highest acceptable temperature settings.

2. Construction and Installation

- No water heater shall be located in any room used or designed for sleeping purposes, in a bathroom, clothes closet, under a stairway or in a confined space with access only to the above locations.
- All fuel burning water heaters shall be connected to a vent leading to the exterior.
- Seal all chimney breaches with concrete mortar materials.
- Provide and install metal flue liners where required.
- A control valve shall be installed in the water heater supply piping.
- If the length of hot water distribution piping from the source of the hot water supply to a plumbing fixture or appliance exceeds 100 feet, a circulation system or self-regulating electric heating cable shall be provided.

3. Completion

4. Optional Energy Conservation and Environmental Protection Measures

- Insulate all hot water lines to a minimum of R-4 where possible.

13.4 Kitchens and Bathrooms

- Arrangement of fixtures shall provide for the comfortable use of each fixture.
- A bathroom shall not be used as a passageway to/ or a habitable room or exit to the exterior.

2. Materials and Products

3. Construction and Installation

- All plumbing fixtures and appliances discharging wastes shall connect directly to a drain system.
- Each plumbing fixture, each compartment of a plumbing fixture and each floor drain shall be separately trapped by a water seal trap.
- Each plumbing fixture and appliance must have a control valve in the supply piping.

4. Completion

5. Optional Energy Conservation and Environmental Protection Measures

- Select faucets with GPM less than code or install low flow aerators where possible.

14. Safety Equipment

Be sure to check with local code for standards on installing smoke alarms and carbon monoxide detectors to ensure compliance.

1. Materials and Products

A. Smoke Alarms

- Install a UL approved, NFPA rated, ceiling mounted smoke detector with battery. Hard wired systems may be required.
- Location and number of the devices required shall meet the National Fire Protection Association's (NFPA) minimum requirements of one in each bed room and one on every level used for living including the basement.

B. Carbon Monoxide Detectors

- Where a heating system source, other solid fuel burning appliance (e.g. wood stoves), and/or water heater that burns solid, liquid or gaseous fuels is located horizontally adjacent to any habitable room, a back-up carbon monoxide detector is required. Hard wired systems may be required.
- If a garage is attached to an all electric home, then a carbon monoxide detector is required.

2. Construction and Installation

- Do not install smoke alarms in kitchens or bathrooms.

3. Completion

- Test smoke alarm to ensure proper operation.

4. Optional Energy Conservation and Environmental Protection measures

/CDBG – HOME Program Rehabilitation Standards - Final.doc



CDBG/HOME/ADDI PROGRAM

POLICY AND PROCEDURES MANUAL

SUBJECT: CDBG RENTAL REHABILITATION LOAN PROGRAM STANDARDS

PURPOSE

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, is the development of viable urban communities. This is achieved by: providing decent housing, providing a suitable living environment, and expanding economic opportunities. This activity meets the national objective of benefiting low-and-moderate-income persons.

This program meets the Dane County Consolidated Plan priority of providing for the rehabilitation or development of affordable renter-occupied housing units. The program will provide loans to eligible applicants to rehabilitate rental housing occupied by low-to-moderate income tenants.

ELIGIBLE LOAN APPLICANTS

In order to be considered for financing, applicants must meet the following requirements:

- Be legally capable of entering into a binding agreement;
- Be a U.S. Citizen or legally admitted resident alien;
- Be the property owner of record;
- Demonstrate that the property to be rehabilitated is economically viable and the borrower(s) will have the economic ability to repay the funds;
- Be current on all personal and business income and property taxes, and mortgage payments on subject property;
- Not-for profits corporations are eligible to apply. The corporation must be a 501(c) 3 or 4 tax exempt organization.

ELIGIBLE PROPERTIES

- The property must be located in one of the participating municipalities of the Dane County Urban County Consortium.
- The property must be a non owner-occupied, residential rental property containing no more than four dwelling units.

- Eligible properties must be 75% occupied by households with incomes of no more than 80% of the Dane County median income.
- Transitional as well as permanent housing, including group homes and SROs, is allowed.
- Property must pass an environmental review conducted by Dane County Community Development Block Grant staff before funds will be committed.
- Property must meet all applicable State and local code requirements, and must meet the housing quality standards in 24 CFR 982.401 by project completion.
- Properties constructed or manufactured before 1978 must be inspected for lead-based paint hazards. If deteriorated paint is found it must be properly remediated in compliance with the Lead Safe Housing Rule.

MATCHING FUNDS

The Rental Rehabilitation Loan program requires “matching funds” from the property owner. The County may loan up to 75% of the total cost of a project.

ELIGIBLE EXPENSE CATEGORIES

The following categories of expense shall be considered eligible for funding under the program.

- All work identified as not meeting the housing quality standards in 24 CFR 982.401 or applicable local standards;
- Repair or replacement of major housing systems in danger of failure;
- Improvements designed to remove material and architectural barriers that restrict the mobility or accessibility of the unit;
- Improvements necessary to eliminate or reduce lead-based paint hazards;
- Energy-related repairs or improvements;
- Architectural, engineering or related professional services required in the preparation of rehabilitation plans and drawings or write-ups;
- Costs for processing and settling the financing for a project, such as credit reports, fees for title evidence, fees for recordation and filing of legal documents, building permits, private appraisal fees and fees for an independent rehabilitation cost estimate.

INELIGIBLE EXPENSE CATEGORIES

The following categories of expense shall be considered ineligible for funding under the program.

- Property acquisition;
- Refinancing of existing debt;
- New construction of building additions or additional rental dwelling units;
- New construction of decks, fireplaces, outbuildings, or recreational or entertainment facilities;
- Construction items and expenses that are completed before loan approval.

AFFORDABILITY PERIOD

The loan applicant must agree to abide by program rent limits, and rent assisted units to low-to-moderate income tenants through the lesser of the term of the loan, or 5 years from project completion.

RENT LIMITS

Initial Project Rents

The rents after rehabilitation cannot exceed the HUD fair market rents for Dane County applicable at the time of project completion.

Subsequent Rents

- The maximum rents are recalculated by HUD on a periodic basis and will be made available to rental project owners/managers. Regardless of changes in fair market rents and in median income over time, the rents for a project are not required to be lower than the rent limits for the project in effect at the time of project commitment.
- Owners of CDBG-assisted rental housing must annually provide information on rents and tenant occupancy to demonstrate compliance with program requirements through the affordability period.

PROPERTY STANDARDS

- Rehabilitated housing must meet all applicable local codes, rehabilitation standards, ordinances, and zoning ordinances the time of project completion. Housing must all

meet the housing quality standards in 24 CFR 982.401. The property must also meet all applicable requirements of the Lead Safe Housing Rule 24 CFR 35.

- All rehabilitation work must be done in compliance with the Dane County CDBG and HOME Program Rehabilitation Standards.
- Rental project owners must maintain the housing in compliance with all applicable State and local requirements, and the housing quality standards in 24 CFR 982.401 through the term of the loan.

LOAN FEATURES

Lending Limits:	The Rental Rehabilitation Loan will cover up to 75% of project costs. The maximum loan amount will be \$20,000 for a single unit, and \$6,500 for each additional unit up to a maximum of \$39,500 for 4-unit building. A minimum \$5,000 loan must be required to complete necessary repairs.
Terms:	Loans provided under the program shall have a maximum term of fifteen years.
Interest Rate:	3% simple interest.
Loan Security:	The borrower(s) must provide security for a Rental Rehabilitation Loan in the form of a mortgage and promissory note on the subject property. In the case of multiple ownership, the signature of every titleholder to the property will be required.
Prepayment Penalty	None
Repayment	The loan repayments will begin 30 days after rehab is completed.
Lump Sum Repayment	The loan shall become immediately due and payable to the County upon the occurrence of any of the following: <ul style="list-style-type: none">• Title to, or equitable ownership in, the property is transferred to any party other than the surviving spouse of the borrower(s), if any; or• The borrower(s) default in meeting any of the terms and conditions of the loan, or• The borrower(s) refinance with cash-out.

LOAN UNDERWRITING*

Credit Requirements: Cash flow must be sufficient to service debt.

Loan to Value Ratio: 90%

Debt Coverage Ratio: 1.1 – 1.25:1

LOAN REVIEW

Loans will be reviewed and acted upon by the CDBG Commission.

RIGHT TO FINANCIAL PRIVACY ACT OF 1978 NOTICE

The Department of Housing and Urban Development (HUD) has a right of access to financial records held by any financial institution in connection with the consideration or administration of the rehabilitation loan for which the borrower applied. Financial records involving the transaction will be available to HUD but will not be disclosed or released to another Government agency or Department without the borrower's consent except as required or permitted by law.

FEDERAL OVERLAY REQUIREMENTS

Environmental Review Requirements – All CDBG funded projects are subject to environmental review. No work may begin until the County gives notice to proceed.

Labor Standard Requirements – If the loan will fund interior or exterior construction on eight or more units, the construction contracts are subject to Federal Davis-Bacon Labor Standards and Minimum Wage Rates on the entire project.

Other Requirements – There are a number of other standards that may be applicable to these projects where CDBG funds are used. These may include but are not limited to: Acquisition, Procurement, Relocation and Anti-Displacement, Equal Employment Opportunity, Section 3, Debarment and Suspension, Conflict of Interest, and more.

/cdbg-policies – rental rehabilitation loan program.doc

Adopted by the CDBG Commission: 2.25.2010

