



**DANE COUNTY**  
**DEPARTMENT OF ADMINISTRATION**  
**PURCHASING DIVISION**

**REQUEST FOR PROPOSAL (RFP)**

Revised 02/2020

**RFP NUMBER:** **120039**

**RFP TITLE:** **CDBG – Major Home Rehabilitation**

**RFP DEADLINE:** **Friday, August 21, 2020**  
**2:00 p.m. (CST)**

**PROPOSALS  
MUST BE  
UPLOADED TO:** **Purchasing Bid Dropbox**  
**[www.danepurchasing.com](http://www.danepurchasing.com)**

**\*Late, faxed, mailed, hand-delivered or unsigned proposals will be rejected\***

**DIRECT  
ALL INQUIRES TO:**

**Megan Rogan**  
Purchasing Officer  
608-283-1487  
[Rogan.megan@countyofdane.com](mailto:Rogan.megan@countyofdane.com)  
[www.danepurchasing.com](http://www.danepurchasing.com)

**PROPOSAL SUBMISSION CHECKLIST**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Update Vendor Registration | <input type="checkbox"/> RFP Response<br>(Separate from Cost Proposal) | <input type="checkbox"/> Upload RFP Response and Cost Proposal to Purchasing Bid Dropbox |
| <input type="checkbox"/> Read Entire RFP Document   | <input type="checkbox"/> Cost Proposal<br>(Separate from RFP Response) |  |

**DATE ISSUED** | July 13, 2020

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## 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 according to the specifications set forth within this document.

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

**The Dane County Purchasing Division is the sole point of contact for questions and issues that may arise during the RFP process.**

**The amount of funding available for this project is unknown at this time. The funding of this project is contingent upon Dane County's receipt of Community Development Block Grant and/or HOME Investment Partnership program funds from the federal department of Housing and Urban Development.**

### 1.2 Clarification of the Specifications

All inquiries concerning this RFP must be **emailed** to the **person indicated on the cover page** of the RFP Document.

Any questions concerning this RFP must be submitted in writing by e-mail on or before the stated date on the **Calendar of Events** (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.

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.

### 1.3 Vendor Conference

[There will not be a vendor conference.](#)

### 1.4 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).

### 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 [website](#).

## SECTION 1 – GENERAL INFORMATION

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 Vendor Information Page.

### 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 an addendum to this RFP and posting such addendum on the Dane County [website](#). There may or may not be a formal notification issued for changes in the estimated dates and times.

| DATE                              | EVENT  |
|-----------------------------------|--|
| July 13, 2020                     | RFP Issued   |
| August 7, 2020                    | Last day to submit written inquiries (2:00 p.m. CST)   |
| August 10, 2020                   | Addendums or supplements to the RFP posted on the Purchasing Division <a href="#">website</a>        |
| August 21, 2020                   | Proposals due (2:00 p.m. CST)  |
| Week of August 31 and September 5 | Oral Presentation by invited vendors   |
| Fourth Quarter of 2020            | Notification of intent to award sent to vendors  |
| First Quarter of 2021             | Contract start date (subject to change based on County's notice of CDBG & HOME allocation from HUD). |

### 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 until completion of the project.

The amount of funding available for this project is unknown at this time. The funding of this project is contingent upon Dane County's receipt of Community Development Block Grant and/or HOME investment Partnership program funds from the federal department of Housing and Urban Development.

### 1.8 **Submittal Instructions**

Proposals must be received in the Purchasing – Bid Dropbox located on the [www.danepurchasing.com](http://www.danepurchasing.com) website no later than the date and time indicated within the RFP Deadline field on the RFP Cover Page or addenda. Late, faxed, mailed, hand-delivered, or unsigned proposals will be rejected unless otherwise specified. Dane County is not liable for any cost incurred by proposers in replying to this RFP.

All proposals must be saved in PDF format unless otherwise specified within the RFP document and the file name shall include the RFP# and name of business submitting proposal.

Example of how to name the files:

120012 – Vendor Name – RFP Response

120012 – Vendor Name – Cost Proposal

To Submit a Proposal:

1. Go to [www.danepurchasing.com](http://www.danepurchasing.com) and click on Purchasing – Bid Dropbox or click on the Open RFP's and Bids page link.
2. Click on the Submit a Bid button within the green Purchasing Bid Dropbox.
3. Type in the Email, First Name, Last Name and Company information and click Continue.
4. Drag and drop the RFP files one at a time into the "Drag files here" box.
5. After all files have been placed into the "Drag files here" box, click on the blue Upload button.
  - a. The file upload status can be seen for each document uploaded.
  - b. After each document reaches 100%, it will say "Uploaded".
6. Confirm all files have been uploaded and then close out of the window.

### **1.9 Summary Posting**

Dane County Purchasing strives to complete a summary and post online the same day as the opening. The only information provided at an opening of an RFP is the name of each vendor submitting a proposal.

### **1.10 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 clearly labeled as Proposal #1, Proposal #2, etc.

### **1.11 Proposal Organization and Format**

Proposals shall be organized to comply with the section numbers and names as shown in Section 4.0: Proposal Preparation Requirements.

### **1.12 Designation of Confidential and Proprietary Information**

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the Vendor Information Attachment under the "Designation of Confidential and Proprietary Information" section.

Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s).

Submitted pricing will 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.

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.

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

Failure to designate confidential and proprietary information within the Designation of Confidential and Proprietary Information section of the Vendor Information Attachment 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 agrees to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified within the Designation of Confidential and Proprietary Information section of the Vendor Information Attachment.

### **1.13 Cooperative Purchasing**

Participating in cooperative purchasing gives a vendor the opportunity for additional sales without additional bidding. Municipalities use the service to expedite purchases. A “municipality” is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (20), Wis. Stats.

On the Vendor Information page, you will have the opportunity to participate in allowing other municipalities to piggyback this bid. Participation is not mandatory. A vendor’s decision on participating in this service has no effect on awarding the bid.

Dane County is not a party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

### **1.14 Vendor Registration Program:**

All proposers are strongly encouraged to be a registered vendor with Dane County. Registering allows a vendor the opportunity to receive notifications for solicitations issued by the County and provides the County with up-to-date company contact information.

Provide your Dane County Vendor # in the Vendor Information section of the proposal submission packet.

### For Non-Registered Vendors:

Complete vendor registration by visiting [www.danepurchasing.com](http://www.danepurchasing.com). On the top menu bar, click Vendor Registration and then click Create Vendor Account. You will receive an email confirmation once your account is created and again when your vendor registration is complete. Retain your user name/email address and password for ease of re-registration in future years. Within 2-4 days of completing the registration, a vendor number will be assigned and emailed to you.

### For Registered Vendors:

Check to make sure your vendor information including commodity codes is up-to-date by signing into your account at [www.danepurchasing.com](http://www.danepurchasing.com). On the top menu bar, click Vendor Registration and then click Vendor Log In.

### **1.16 Dane County Sustainability Principles**

On October 18, 2012, the Dane County Board of Supervisors adopted Resolution 103, 2012-2013 establishing the following sustainability principles for the county:

- Reduce and eventually eliminate Dane County government's contribution to fossil fuel dependence and to wasteful use of scarce metals and minerals;
- Reduce and eventually eliminate Dane County government's contribution to dependence upon persistent chemicals and wasteful use of synthetic substances;
- Reduce and eventually eliminate Dane County government's contribution to encroachment upon nature and harm to life-sustaining ecosystems (e.g., land, water, wildlife, forest, soil, ecosystems);
- Reduce and eventually eliminate Dane County government's contribution to conditions that undermine people's ability to meet their basic human needs.

### **1.17 Fair Labor Practice Certification**

#### **Dane County Ord. 25.09 (1) 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.

Additional information can be found using the following links: [www.nlrb.gov](http://www.nlrb.gov) and <http://werc.wi.gov>.



## SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

### 2.0 PROPOSAL SELECTION AND AWARD PROCESS

#### 2.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 1 and Section 4 are met. 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.

#### 2.2 Proposal Scoring

Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria in Section 2. 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.

#### 2.3 Oral Presentations/Interview

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.

#### 2.4 Evaluation Criteria

The proposals will be scored using the following criteria:

| <b>Proposal Requirements</b>                           | <b>Percent</b> |
|--|----------------|
| <b>1. Need and Justification</b>                       |                |
| a. Need  | 5%             |
| b. Priorities  | 5%             |
| c. Targets area greatest need                          | 10%            |
| <b>2. Benefit to Low-and Moderate Income Persons</b>   | 10%            |
| <b>3. Project Approach</b>                             |                |
| a. Project Description                                 | 5%             |
| b. Work Plan   | 10%            |
| c. Marketing/Outreach                                  | 5%             |
| d. Outcomes  | 8%             |
| e. Displacement  | 2%             |
| <b>4. Experience and Qualifications</b>                |                |
| a. Undertaken projects of similar complexity and scope | 3%             |

## SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

|   |             |
|---|-------------|
| b. Staff Resources  | 5%          |
| c. Oversight and Commitment to quality  | 2%          |
| d. New applicants   | 3%          |
|   |             |
| <b>5. Financial Information</b>   |             |
| a. Budget and efforts to secure/leverage other funding  | 13%         |
| b. Financial stability of organization  | 2%          |
|   |             |
| <b>6. 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)</b> | 7%          |
|   |             |
| <b>7. Partnerships</b>  | 5%          |
|   |             |
| <b>TOTAL</b>  | <b>100%</b> |

### 2.5 **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.

### 2.6 **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.

### 2.7 **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.

### 3.0 PROJECT OVERVIEW AND SCOPE OF SERVICES

#### 3.1 Definitions and Links

The following definitions and links are used throughout the RFP.

**County:** Dane County

**County Agency:** Department/Division utilizing the service or product.

**Dane County Purchasing website:** [www.danepurchasing.com](http://www.danepurchasing.com)

**Fair Labor Practices websites:** [www.nlrb.gov](http://www.nlrb.gov) and <http://werc.wi.gov>

**Purchasing**

**Proposer/Vendor/Firm/Contractor:** a company submitting a proposal in response to this RFP.

#### 3.2 Scope of Services/Specification Overview

##### 3.2.1 Introduction

#### 1. Purpose and Intent

Dane County is soliciting applications from organizations interested in operating a major home rehabilitation program in 2021 targeted to low-and-moderate income residents of single-family owner occupied housing located in the participating municipalities of the Dane County Urban County Consortium listed in Appendix A. Funding is expected to be available under the HUD-funded Community Development Block Grant (CDBG) program. The County reserves the right to fund this project with Home Investment Partnership (HOME) funds. This change in funding source and its implications will be discussed with prospective Subrecipient(s). Please refer to the attached document: *CDBG HOUSING REHABILITATION DEFERRED PAYMENT LOANS PROGRAM STANDARDS* for additional details.

#### 2. Eligible Applicants

- Public or private non-profit agencies or organizations including faith-based organizations, units of local government, and Community-Based Development Organizations.

#### Project Basics

Applicants may target the program to a specific community, a specific development, or to the entire Dane County Urban County Consortium.

Organizations selected as subrecipients to operate a major home rehabilitation program will be expected to comply with the requirements in the *CDBG Housing Rehabilitation Deferred Payment Loans Program Standards* for operating the program. These include, in part:

- Marketing the program.
- Conducting initial intake and eligibility determinations of applicants.
- Providing information to the County on the addresses of each household requesting assistance in order for the County to conduct an environmental review.
- Not beginning any work on a home until the County issues a notice to proceed for that home.

## SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

- Documenting the size and combined income of each household receiving assistance, including collecting income documentation.
- Documenting the eligibility of the property receiving assistance.
- Conducting an on-site Housing Quality Standards (HQS) review of each property to document necessary repairs and note any areas where the home fails inspection.
- Performing initial cost estimates and work write-ups of the work to be done.
- Either completing the needed repairs and/or following the procurement requirements of 24 CFR 84.40-48 when needing to contract for repairs. This includes checking that contractors are not debarred or suspended from receiving federal funds and doing outreach to women, minority, and Section 3 business concerns. If procurement is done, then estimates/bids are to be shared with the homeowner and the homeowner must be able to select the most reasonable and responsive bids for the project.
- Providing the CDBG/HOME Program Specialist with the loan amount, title work, property appraisal, and household eligibility.
- Executing and filing with the Dane County Register of Deeds the mortgage and note.
- All work is to be completed in compliance with the requirements of the *Dane County CDBG Housing Rehabilitation – Deferred Payment Loans Program Standards* and the *Dane County CDBG and HOME Program Rehabilitation Standards*.
- At the time of work completion the homeowner will verify in writing that the work has been completed in a satisfactory manner and the Subrecipient will document completed work on a HUD Quality Standards Inspection and provide a letter stating that the property meets HUD HQS standards and any applicable local codes.
- Maintaining all required documentation and submitting reports in a timely fashion to the County.

### Eligible Borrowers

- a. Eligible program participants must occupy the home to be repaired and have no intent of discontinuing occupancy of the home in the foreseeable future.
- b. Eligible program participants must meet the Department of Housing and Urban Development (HUD) income requirements for low-and-moderate income households at the time of application.
- c. Applicants must be considered in good financial standing with all entities that hold a lien or mortgage on the property to be rehabilitated. Applicants with workout repayment plans with lien holders will not be considered. All small claims judgments against applicants must be satisfied prior to loan closing. Applicants will be requested to provide permission to verify employment, mortgages, deeds of trust, savings accounts, credit accounts, and all other information necessary to complete an application for a housing rehabilitation loan. Applicants showing any probability of foreclosure or bankruptcy may be determined ineligible for the program.

## SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

- d. Eligible borrowers must be current on their property taxes and have an escrow account for property taxes and insurance set up with their primary lender.

### Eligible Properties

- a. Existing owner-occupied, single-family, residential properties containing one dwelling unit.
- b. Manufactured housing is eligible when such housing constitutes part of the community's permanent housing stock. (24 CFR 570.202 (a) (5)).
- c. Property must be located in one of the 56 participating municipalities of the Dane County Urban County Consortium.
- d. Total debt secured by the property, including the CDBG-funded loan, cannot exceed 95% of the after rehabilitation value of the property.
- e. An appraisal is required.
- f. The after-rehabilitation value of the property may not exceed 95% of the area median purchase price as determined by HUD; currently set at \$268,000

### Eligible Work Items

Any approved exterior rehabilitation is eligible. Interior code-related work is allowed, provided that all exterior code-related work is addressed first.

- ◆ Abatement of asbestos hazards
- ◆ Chimney repair or replacement or flue liner replacement
- ◆ Code repairs and upgrades for plumbing, heating, or electrical systems
- ◆ Exterior painting
- ◆ Foundation repair
- ◆ Gutter and downspout repair or replacement
- ◆ Wall and attic insulation
- ◆ Plumbing fixture repair or replacement
- ◆ Porch repair or reconstruction (including concrete stairs and stoops), including ramps for ADA accessibility
- ◆ Removal and replacement of deteriorated, hazardous concrete, excluding garage slab replacement
- ◆ Roof repair or replacement
- ◆ Installation of security devices, including smoke detectors and dead bolt locks
- ◆ Siding repair or installation of new siding to increase energy efficiency
- ◆ Replacement of stove or refrigerator to increase energy efficiency
- ◆ Window and door repair or replacement including storm doors

*Rehabilitation does not include:*

Installation of luxury items, such as a swimming pool;

## SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

Costs of equipment, furnishings, or other personal property not an integral structural fixture, such as: a window air conditioner; or a washer or dryer (but a stove or refrigerator is allowed);

Labor costs for homeowners to rehabilitate their own property.

### Type Of Assistance

The minimum amount of loan funds for rehabilitation work is \$3,000 and the maximum is \$24,999.

### Rehabilitation Standards

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.

### 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://portal.hud.gov/hudportal/documents/huddoc?id=4812-LRguide.pdf>.

3.2.2

#### **Objectives:**

To promote the rehabilitation of existing single-family, owner-occupied housing as a means to maintain affordable housing for the residents of the Dane County Urban County Consortium

3.2.3

#### **Needs:**

1. Projects must assist low-and-moderate-income persons in the participating municipalities of the Dane County Urban County Consortium.
2. It is expected that projects will meet community needs documented through “hard” data sources.
3. Any additional funding needed to make the project viable must be secured in order for a contract to be executed.
4. Projects must be shovel-ready, meaning that rehabilitation work will begin in the year in which the contract is awarded.
5. Projects must be delivered in a cost effective manner with measurable performance outcomes.

## SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

6. It is expected that all or a portion of funds will be targeted to areas of greatest need.

3.2.4

### **Current Operations:**

2020 Funds were awarded to Project Home, Inc. in the amount of \$50,000.

## SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

### 4.0 RFP RESPONSE PREPARATION REQUIREMENTS

Proposals shall be organized to comply with the section numbers and names as shown below. Each section heading should be clearly marked. Graphics may be included. The RFP sections which should be submitted/responded to are:

#### 4.1 Attachment A – Vendor Information

#### 4.2 Need and Justification

The project need and justification adequately describes the problem that is being addressed by the proposed project. Statements are substantiated with “hard” data sources. Provides a description of how funds may be targeted to areas of greatest need.

#### 4.3 Beneficiaries

The application describes the population to be served. Additional points will be given to projects located in census tracts where 47.8% of the population are considered low-and-moderate income.

#### 4.4 Project Approach

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 2021.

#### 4.5 Experience and Qualifications

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. There appears to be adequate board and management oversight.

#### 4.6 Financial Information

The application clearly explains and justifies each proposed budget line item and why CDBG funding is required to make the project viable. An explanation of the bases of the cost estimates for the project is included. The budget is realistic. The organization is financially stable. Efforts have been made to secure and to leverage other funding for the project.



## SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

### 4.7 **Mandatory Requirements**

In order to be evaluated, programs must:

NOTE: Programs not meeting the mandatory requirements will not be evaluated.

- 4.7.1 Be an eligible activity.
- 4.7.2 Be located in, or provide services to residents of one of the member communities of the Dane County Urban County Consortium.
- 4.7.3 Address one of the funding priority areas established by the CDBG Commission.
- 4.7.4 Not be a HUD listed debarred or ineligible contractor.
- 4.7.5 If CDBG eligible, meet one of the three national objectives.

## SECTION 5 – SPECIAL CONTRACT TERMS AND CONDITIONS

### 5.0 SPECIAL CONTRACT TERMS AND CONDITIONS

#### 5.1 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.

#### 5.2 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. More information may be found at: <https://www.sam.gov/portal/public/SAM/> .

## SECTION 5 – SPECIAL CONTRACT TERMS AND CONDITIONS

### 5.3 **Federal Labor Standards**

These HUD requirements apply to CDBG-funded construction projects in excess of \$2,000 or more and apply to the entire project, not just the portion funded by CDBG. 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://portal.hud.gov/hudportal/documents/huddoc?id=4812-LRguide.pdf>

### 5.4 **Lobbying Certification**

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

- 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.
- 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.

The contractor 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.

### 5.5 **Equal Opportunity Clause**

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

## SECTION 5 – SPECIAL CONTRACT TERMS AND CONDITIONS

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.

## SECTION 5 – SPECIAL CONTRACT TERMS AND CONDITIONS

### 5.6 Affirmative Action to Ensure Equal Employment Opportunity (EO 11246)

This section is applicable to construction contracts/subcontracts exceeding \$10,000.

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Women = **6.9 percent** (this goal applies nationwide)

Goals for minority participation = **2.2 percent** (this goal applies county-wide)

These goals are applicable to all the contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. The contractor is also subject to the goals for both its federal and nonfederal construction.

3. The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
4. The contractor shall provide written notification to the awarding agency and the County of Dane within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

## SECTION 5 – SPECIAL CONTRACT TERMS AND CONDITIONS

### 5.7 Section 3

Rehabilitation is considered a covered project for the purposes of Section 3. As such, a Section 3 Project Implementation Plan will be required by the Subrecipient and Statements of Commitment will be required by each Prime Contractor and any subcontractors.

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

HUD considers recipients of covered funding to be in compliance with Section 3 if they meet the numerical goals set forth at 24 CFR Part 135.30. Specifically:

- a. 30 percent of the aggregate number of new hires shall be Section 3 residents;
- b. 10 percent of the total dollar amount of all covered construction contracts shall be awarded to Section 3 business concerns; and
- c. 3 percent of the total dollar amount of all covered non-construction contracts shall be awarded to Section 3 business concerns.

All Section 3 covered contracts (contracts to direct recipients in excess of \$200,000, for Section 3 covered projects, and subcontracts excess of \$100,000) shall include the following clause (referred to as the Section 3 clause) in all bid documents, contracts, and subcontracts:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take

## SECTION 5 – SPECIAL CONTRACT TERMS AND CONDITIONS

appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

### **5.8 Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**

The Uniform Act is a federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real property (real estate) or displace persons from their homes, businesses, or farms. The Uniform Act's protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for federal or federally funded projects.

Generally a displaced person under the URA is an individual, family, partnership, association, corporation, or organization which moves from their home, business, farm, or moves their personal property as a direct result of acquisition, demolition, or rehabilitation for a federally funded project. Displaced persons are eligible for relocation assistance under the URA.

More information may be found on HUD's web site at: <http://www.hud.gov/offices/cpd/affordablehousing/training/web/relocation/overview.cfm>

The Federal Funding Accountability and Transparency Act of 2006 (FFATA) and associated amendments requires that information on subawards related to Federal contracts, subcontracts, grants, and sub-grants be made publicly available. Specifically, the Transparency Act's section 2(b)(1) requires the Office of Management and Budget to establish a publicly available website that contains the following information about each Federal award:

Name of the entity receiving the award;

## SECTION 5 – SPECIAL CONTRACT TERMS AND CONDITIONS

- Amount of the award;
- Information on the award including transaction type, funding agency, the Catalog of Federal Domestic Assistance number, program source, descriptive award title;
- Location of the entity receiving the award and primary location of performance under the award including City, State, congressional district, and country;
- Unique identifier (Dun & Bradstreet DUNS Number) of the entity receiving the award and the parent recipient of the recipient, should the entity be owned by another entity; and
- Names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80% or more of its annual gross revenues in Federal awards; and \$25 million or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Vendors awarded funds will be required to provide this information prior to the issuance of a contract.



**6.0 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      Vendor Information Form**
- Attachment B      Dane County Application for 2021 CDBG Funds**

## **RFP #120039: 2020 Major Home Rehabilitation Checklist**

To be eligible for funding, projects must be located in, or provide services to residents of one of the member communities of the Dane County Urban County Consortium (See Appendix A).

**This form is the coversheet for your proposal response. Please use it to double check that your proposal is complete. Incomplete proposals may be rejected.**

- Vendor Information Form
- DANE COUNTY APPLICATION FOR 2021 CDBG Major Home Rehabilitation
  - Are resumes attached?
  - Is there a complete budget

**SECTION 6 – REQUIRED FORM – ATTACHMENT A**

**VENDOR INFORMATION**

|                     |  |                              |  |
|---------------------|--|------------------------------|--|
| <b>VENDOR NAME:</b> |  | <b>DANE COUNTY VENDOR #:</b> |  |
|---------------------|--|------------------------------|--|

| <b>Vendor Information (address below will be used to confirm Local Vendor Preference)</b> |  |                  |  |
|---|--|------------------|--|
| <b>Address</b>  |  | <b>City</b>      |  |
| <b>State &amp; Zip</b>  |  | <b>County</b>    |  |
| <b>Vendor Rep. Name</b>   |  | <b>Title</b>     |  |
| <b>Email</b>  |  | <b>Telephone</b> |  |

| <b>Designation of Confidential and Proprietary Information (Reference 1.12)</b> |   |              |
|---|---|--------------|
| <input type="checkbox"/>  | <b>No information designated as confidential and proprietary.</b> |              |
| <b>Section #</b>  | <b>Page(s) #</b>  | <b>Topic</b> |
|   |   |              |
|   |   |              |
|   |   |              |
|   |   |              |

| <b>Cooperative Purchasing (Reference 1.13)</b> |   |
|--|---|
| <input type="checkbox"/>                       | I <u>agree</u> to furnish the commodities or services of this bid to other municipalities.        |
| <input type="checkbox"/>                       | I <u>do not agree</u> to furnish the commodities or services of this bid to other municipalities. |

| <b>Local Vendor Purchasing Preference (Reference 1.15)</b>                |                             |                              |                               |                                    |                                |                               |
|---|-----------------------------|------------------------------|-------------------------------|------------------------------------|--------------------------------|-------------------------------|
| <b>Are you claiming a local purchasing preference under DCO 25.08(7)?</b> | <input type="checkbox"/> No | <input type="checkbox"/> Yes | <input type="checkbox"/> Dane | <input type="checkbox"/> Columbia  | <input type="checkbox"/> Sauk  | <input type="checkbox"/> Rock |
|   |                             |                              |                               | <input type="checkbox"/> Green     | <input type="checkbox"/> Dodge | <input type="checkbox"/> Iowa |
|   |                             |                              |                               | <input type="checkbox"/> Jefferson |                                |                               |

| <b>Fair Labor Practice Certification (check only 1) (Reference 1.17)</b> |  |
|--|--|
| <input type="checkbox"/>   | Vendor has 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 bid submission is signed. |
| <input type="checkbox"/>   | Vendor has 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 bid submission is signed.     |

| <b>Addendums – this vendor hereby acknowledges receipt/review of the following addendums, if any.</b> |                          |             |                          |             |                          |             |                          |      |                          |
|---|--------------------------|-------------|--------------------------|-------------|--------------------------|-------------|--------------------------|------|--------------------------|
| Addendum #1   | <input type="checkbox"/> | Addendum #2 | <input type="checkbox"/> | Addendum #3 | <input type="checkbox"/> | Addendum #4 | <input type="checkbox"/> | None | <input type="checkbox"/> |

| <b>Signature Affidavit</b>   |  |              |  |
|--|--|--------------|--|
| <p>In signing this proposal, we 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 proposal to any other proposer or competitor; that the above statement is accurate under penalty of perjury.</p> <p>The undersigned agrees to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified on Attachment B. The undersigned, submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Proposals, and declares that the attached proposal and pricing are in conformity therewith.</p> |  |              |  |
| <b>Signature</b>   |  | <b>Date</b>  |  |
| <b>Name (Printed)</b>  |  | <b>Title</b> |  |

**SECTION 6 – REQUIRED FORMS – ATTACHMENT B**

**DANE COUNTY APPLICATION FOR 2021 CDBG FUNDS  
MAJOR HOME REHABILITATION**

**APPLICATION SUMMARY**

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

**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 and source of funding for which you are applying.

| AMOUNT OF CDBG FUNDS REQUESTED | TOTAL PROJECT COST | PERCENT OF CDBG FUNDS TO TOTAL PROJECT COST |
|--------------------------------|--------------------|---|
| \$                             | \$                 | \$  |

\_\_\_\_\_  
Signature of Chief Elected Official/Organization Head

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## SECTION 6 – REQUIRED FORMS – ATTACHMENT B

### NEED AND JUSTIFICATION

- A. **PROJECT NEED:** In the space below, provide a brief description of the need or problem that will be addressed.

### BENEFICIARIES

- B. **POPULATION TO BE SERVED:** In the space below, provide a brief description of the population that will benefit from this project.

## SECTION 6 – REQUIRED FORMS – ATTACHMENT B

- C. **GEOGRAPHIC SERVICE AREA:** In the space below, provide a brief description of the location(s) where the project or services will take place. Maps may be included as separate attachments.

## SECTION 6 – REQUIRED FORMS – ATTACHMENT B

### PROJECT APPROACH

D. **PROJECT DESCRIPTION:** In the space below, provide a 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. Please include information regarding the referral/application process, eligibility criteria, capacity, and waiting list process.

E. **HOUSING QUALITY STANDARDS (HQS) INSPECTIONS:** In the space below, provide a description of who, when, and how the required Housing Quality Standards (HQS) inspections will be conducted. Provide information on the background and training of the individual(s) who will conduct the inspections. If this individual is yet to be selected, identify the criteria and process that will be used for selection.

F. **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

## SECTION 6 – REQUIRED FORMS – ATTACHMENT B

from initiation through project completion. This should assume that contracts will be awarded in the second quarter of 2021 (April 1 – June 30, 2021). Add in extra quarters as needed.

| <b>ON OR BEFORE</b> | <b>ACCOMPLISHMENTS</b> |
|---------------------|------------------------|
| June 30, 2021       |                        |
| September 30, 2021  |                        |
| December 31, 2021   |                        |
|                     |                        |
|                     |                        |
|                     |                        |
|                     |                        |
|                     |                        |
|                     |                        |
|                     |                        |
|                     |                        |



## SECTION 6 – REQUIRED FORMS – ATTACHMENT B

- G. **OUTREACH AND MARKETING INITIATIVES:** In the space below, provide a description of the outreach and marketing initiatives that will be undertaken to inform potential participants of the project, eligibility criteria, and method(s) by which they may participate.

- H. **OUTCOMES/PROPOSED ACCOMPLISHMENTS:** Provide information regarding the unduplicated number of households to be served with these funds in 2021.

\_\_\_\_\_ Number of households to be served.

- I. **OTHER NARRATIVE REGARDING OUTCOMES/PROPOSED ACCOMPLISHMENTS:** In the space that follows, provide a description of the outcomes or expected benefits of this project for the population to be served.

## SECTION 6 – REQUIRED FORMS – ATTACHMENT B

### EXPERIENCE AND QUALIFICATIONS

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

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

## SECTION 6 – REQUIRED FORMS – ATTACHMENT B

- L. **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.

**SECTION 6 – REQUIRED FORMS – ATTACHMENT B**

**M. PERSONNEL SCHEDULE**

Please complete the Personnel Schedule for all staff who will be assigned to this project.

- 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 | 2021 ESTIMATED |                 | CDBG-FUNDED                        |                                   |
|-------------------|----------------|-----------------|------------------------------------|-----------------------------------|
|                   | 2) FTE         | 3) TOTAL SALARY | 4) ESTIMATED HOURS ON THIS PROJECT | 5) CDBG – FUNDED AMOUNT OF SALARY |
|                   |                |                 |                                    |                                   |
|                   |                |                 |                                    |                                   |
|                   |                |                 |                                    |                                   |
|                   |                |                 |                                    |                                   |
|                   |                |                 |                                    |                                   |
|                   |                |                 |                                    |                                   |
|                   |                |                 |                                    |                                   |
|                   |                |                 |                                    |                                   |
|                   |                |                 |                                    |                                   |
|                   |                |                 |                                    |                                   |

N. **LIST PERCENT OF STAFF TURNOVER** \_\_\_\_\_% Divide the number of resignations or terminations in calendar year 2019 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.

**SECTION 6 – REQUIRED FORMS – ATTACHMENT B**

- O. **AGENCY/ORGANIZATION GOVERNING BODY:** How many Board meetings has your governing body or Board of Directors scheduled for 2019? \_\_\_\_\_

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

|  |  |   |  |
|--|--|---|--|
| <b>Board President's Name</b><br><b>Home Address</b><br><b>Occupation</b><br><b>Representing</b><br><b>Term of Office:</b><br><b>From __ To __</b> |  | <b>Board Vice-President's Name</b><br><b>Home Address</b><br><b>Occupation</b><br><b>Representing</b><br><b>Term of Office:</b><br><b>From __ To __</b> |  |
| <b>Board Secretary's Name</b><br><b>Home Address</b><br><b>Occupation</b><br><b>Representing</b><br><b>Term of Office:</b><br><b>From To</b>       |  | <b>Board Treasurer's Name</b><br><b>Home Address</b><br><b>Occupation</b><br><b>Representing</b><br><b>Term of Office:</b><br><b>From To</b>            |  |
| <b>Name</b><br><b>Home Address</b><br><b>Occupation</b><br><b>Representing</b><br><b>Term of Office:</b><br><b>From __ To __</b>                   |  | <b>Name</b><br><b>Home Address</b><br><b>Occupation</b><br><b>Representing</b><br><b>Term of Office:</b><br><b>From __ To __</b>                        |  |
| <b>Name</b><br><b>Home Address</b><br><b>Occupation</b><br><b>Representing</b><br><b>Term of Office:</b><br><b>From __ To __</b>                   |  | <b>Name</b><br><b>Home Address</b><br><b>Occupation</b><br><b>Representing</b><br><b>Term of Office:</b><br><b>From __ To __</b>                        |  |

**SECTION 6 – REQUIRED FORMS – ATTACHMENT B**

P. **STAFF/BOARD/VOLUNTEERS DESCRIPTORS:** For your organization's **2019** staff, board and volunteers, indicate by number and percentage the following characteristics.

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

## SECTION 6 – REQUIRED FORMS – ATTACHMENT B

Q. **COMMITMENT TO QUALITY:** Describe actions taken by staff and the governing board to ensure 1) the stability and financial solvency of the organization and 2) the quality of the services provided under this project.

R. **APPEALS PROCESS.** Describe the appeals process that will be followed when persons have a complaint or dispute about the major home rehabilitation program operated by your organization.

**SECTION 6 – REQUIRED FORMS – ATTACHMENT B**

**S. FINANCIAL INFORMATION**

T. **ORGANIZATION BUDGET. 2020 and 2021 Proposed Budget.** Identify the 2020 and proposed 2021 budget for your *entire* organization by source and use of revenue. (You may change row headings to make them applicable to your organization.) .

| <b>ACCOUNT CATEGORY</b><br><b>Source</b> | <b>2020</b><br><b>REVENUE</b><br><b>SOURCE</b><br><b>TOTAL</b> | <b>PERSONNEL</b> | <b>OPERATING</b> | <b>SPACE</b> | <b>SPECIAL</b><br><b>COSTS</b> |
|--|--|------------------|------------------|--------------|--------------------------------|
| DANE CO HUMAN SERV                       |  |                  |                  |              |                                |
| DANE CO CDBG                             |  |                  |                  |              |                                |
| MADISON COMM SERV                        |  |                  |                  |              |                                |
| MADISON CDBG                             |  |                  |                  |              |                                |
| UNITED WAY ALLOC                         |  |                  |                  |              |                                |
| UNITED WAY DESIG                         |  |                  |                  |              |                                |
| OTHER GOVT                               |  |                  |                  |              |                                |
| FUND RAISING                             |  |                  |                  |              |                                |
| USER FEES                                |  |                  |                  |              |                                |
| OTHER                                    |  |                  |                  |              |                                |
| TOTAL                                    |  |                  |                  |              |                                |

| <b>ACCOUNT CATEGORY</b><br><b>Source</b> | <b>2021</b><br><b>REVENUE</b><br><b>SOURCE</b><br><b>TOTAL</b> | <b>PERSONNEL</b> | <b>OPERATING</b> | <b>SPACE</b> | <b>SPECIAL</b><br><b>COSTS</b> |
|--|--|------------------|------------------|--------------|--------------------------------|
| DANE CO HUMAN SERV                       |  |                  |                  |              |                                |
| DANE CO CDBG                             |  |                  |                  |              |                                |
| MADISON COMM SERV                        |  |                  |                  |              |                                |
| MADISON CDBG                             |  |                  |                  |              |                                |
| UNITED WAY ALLOC                         |  |                  |                  |              |                                |
| UNITED WAY DESIG                         |  |                  |                  |              |                                |
| OTHER GOVT                               |  |                  |                  |              |                                |
| FUND RAISING                             |  |                  |                  |              |                                |
| USER FEES                                |  |                  |                  |              |                                |
| OTHER                                    |  |                  |                  |              |                                |
| TOTAL                                    |  |                  |                  |              |                                |

U. **2021 COST EXPLANATION** (Complete only if significant financial changes are anticipated between 2021 and 2022) Explain specifically, by revenue source and/or account category, any noteworthy



## SECTION 6 – REQUIRED FORMS – ATTACHMENT B

change in the 2021 request. For example, unusual cost increase, program expansion, Living Wage requirements, or loss of revenue.

- V. **OTHER SOURCES OF FUNDS LEVERAGED:** Describe the sources and amounts of any funds that will be contributed by your organization and through other funding sources for this project in the space below.

## SECTION 6 – REQUIRED FORMS – ATTACHMENT B

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

## SECTION 6 – REQUIRED FORMS – ATTACHMENT B

### X. DETAILED PROJECT BUDGET

Following the description of allowable costs that may be charged to the CDBG Program is the Project Budget. Items not detailed on the list of allowable costs may not be charged. 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.

**Column 1** TOTAL PROJECT BUDGET. This is the total amount budgeted for this project.

**Column 2** CDBG FUNDED. This is the County CDBG funded portion of the total project budget.

## CDBG Allowable Activity Costs

| Item  | Activity Related Costs |
|---|------------------------|
| <b>a. Activity Hard Costs</b>   |                        |
| 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>b. Activity Personnel Costs</b>  |                        |
| 2. Staff and overhead costs <b>DIRECTLY</b> 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                      |
| <b>c. Related Soft Costs/Operating Costs</b>  |                        |
| 3. <b>PUBLIC SERVICES ONLY:</b> Operating and maintenance expenses associated with public service activities, interim assistance, and office space for program staff employed in carrying out the CDBG program. <sup>1</sup> 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 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.   | 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                      |
| <b>d. Relocation costs for persons displaced by the project.</b>  |                        |
| 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  | X                      |

<sup>1</sup> 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).

**SECTION 6 – REQUIRED FORMS – ATTACHMENT B**

| <b>Item</b>   | <b>Activity Related Costs</b> |
|---|-------------------------------|
| property, property inspections, counseling, and other assistance necessary to minimize hardship assistance. |                               |

### Detailed Project Budget

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

| USES                     | TOTAL PROJECT BUDGET | SOURCES    |        |         |         |         |
|--------------------------|----------------------|------------|--------|---------|---------|---------|
|                          |                      | CDBG FUNDS | SOURCE | SOURCE: | SOURCE: | SOURCE: |
| <b>CONSTRUCTION:</b>     |                      |            |        |         |         |         |
| Construction             |                      |            |        |         |         |         |
| Soils/Site Preparation   |                      |            |        |         |         |         |
| Construction Manag.      |                      |            |        |         |         |         |
| Landscaping, signage     |                      |            |        |         |         |         |
| Permits; print plans     |                      |            |        |         |         |         |
| Other:                   |                      |            |        |         |         |         |
| <b>FEES:</b>             |                      |            |        |         |         |         |
| Appraisal                |                      |            |        |         |         |         |
| Architect                |                      |            |        |         |         |         |
| Engineering              |                      |            |        |         |         |         |
| Other:                   |                      |            |        |         |         |         |
| <b>PERSONNEL:</b>        |                      |            |        |         |         |         |
| Salaries                 |                      |            |        |         |         |         |
| Taxes                    |                      |            |        |         |         |         |
| Benefits                 |                      |            |        |         |         |         |
| <b>RELOCATION COSTS:</b> |                      |            |        |         |         |         |
| Advisory Services        |                      |            |        |         |         |         |
| Payments                 |                      |            |        |         |         |         |
| Staff and Overhead       |                      |            |        |         |         |         |
| PROJECT CONTINGENCY      |                      |            |        |         |         |         |
| OTHER (specify)          |                      |            |        |         |         |         |
| TOTALS                   |                      |            |        |         |         |         |

Each funding source and amount must be listed separately.

**STANDARD TERMS AND CONDITIONS**

Request for Bids/Proposals/Contracts

Rev. 11/2019

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. Unless otherwise stated in the agreement, these standard terms conditions supersede any other terms and/or conditions applicable to this agreement.

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 herein 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 that may result in rejection of their bid.

3.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully in writing, 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 herein 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 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 Purchasing Division 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 received in the electronic mailbox of the Dane County Purchasing Division on or before the date and time that the bid is specified as being due.

9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible responsive bidder conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis.

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 and services. 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

## SECTION 7 – STANDARD TERMS AND CONDITIONS

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.

### 20.0 INDEMNIFICATION & INSURANCE.

20.1 Vendor shall 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 vendor furnishing the services or goods required to be provided under this Agreement, provided, however, that the



## SECTION 7 – STANDARD TERMS AND CONDITIONS

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 vendor under this paragraph shall survive the expiration or termination of this Agreement.

20.2. In order to protect itself and County its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, vendor shall, at vendor's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, vendor agrees to preserve County's subrogation rights in all such matters that may arise that are covered by vendor's insurance. Neither these requirements nor the County's review or acceptance of vendor's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the vendor under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

### 20.2.1. Commercial General Liability.

Vendor agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent vendors and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

### 20.2.2. Commercial/Business Automobile Liability.

Vendor agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. Vendor further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event vendor does not own automobiles, vendor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

### 20.2.3. Environmental Impairment (Pollution) Liability

Vendor agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

### 20.2.4. Workers' Compensation.

Vendor agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

### 20.2.5. Umbrella or Excess Liability.

Vendor may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not

be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. vendor agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

20.3. Upon execution of this Agreement, 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 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 professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is claims-made and indicate the retroactive date, vendor shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. Vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that 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 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 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 vendor and shall cooperate with vendor's attorneys in the defense of the action, suit or other proceeding. Vendor shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor.

20.4. The parties do hereby expressly agree that County, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by County's Risk Manager taking into account the nature of the work and other factors relevant to County's exposure, if any, under this Agreement.

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

## SECTION 7 – STANDARD TERMS AND CONDITIONS

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 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. Pricing will not be held confidential after award of contract.

22.3 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.

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 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-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.

27.03 COMPLIANCE WITH FAIR LABOR STANDARDS. During the term of this Agreement, vendor shall report to the Controller, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that vendor 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 Controller results in a final determination that the matter adversely affects vendor's responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

27.04 VENDOR may appeal any adverse finding by the Controller as set forth in sec. 25.08(20)(c) through (e).

27.05 VENDOR 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 for union organizing"

## Oral Presentation Questions

1. Is this funding request for a new or an existing program?
2. Describe how CDBG/HOME funds are needed to ensure the viability of this project.
3. Describe how funds are being used to address areas of greatest need and how that determination was made.
4. Will this project involve the displacement of families, households, partnerships, businesses, etc. from their homes or businesses? If yes, describe the notices and assistance your organization expects to provide and the amount of funds allocated to do so.
5. Can all funds awarded in 2021 be reasonably expected to be expended? If this is a multi-year project, what amount of funds will be spent in each year?
6. Describe the risks to undertaking this project and your plans to address them.
7. If the funding request is for an existing program, at what point will the program become self-supporting? If never, what are other sources of funding? What additional money can be leveraged?
8. Provide a 5-year history of your relationship with the CDBG/HOME programs. Provide information on the specific results compared to the expected program outcomes stated in your most recent contract(s). Please provide any additional information that will allow us to fairly evaluate your past performance.
9. Provide a list of all activities to raise other funds (with results).
10. If your organization currently has a contract for CDBG or HOME funding with the County and you have unexpended dollars from previous years, please bring along a written statement regarding why your organization should be given additional dollars.



## CDBG/HOME PROGRAM POLICY AND PROCEDURES MANUAL

### SUBJECT: CDBG HOUSING REHABILITATION – DEFERRED PAYMENT LOANS PROGRAM STANDARDS

#### HUD CDBG Policy:

##### Types of Assistance – 24CFR570.202 (b):

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. Loans for refinancing existing indebtedness secured by a property being rehabilitated with CDBG funds if such financing is determined by the recipient to be necessary or appropriate to achieve the locality's community development objectives;
4. 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;
5. Improvements to increase the efficient use of water through such means as water savings faucets and shower heads and repair of water leaks;
6. Connection of residential structures to water distribution lines or local sewer connection lines;
7. For rehabilitation carried out with CDBG funds, costs of:
  - a. Initial homeowner warranty premiums;
  - b. Hazard insurance premiums, except where assistance is provided in the form of a grant; and
  - c. Flood insurance premiums for properties covered by the Flood Disaster Protection Act of 1973, pursuant to Sec. 570.605.
8. Costs of acquiring tools to be lent to owners, tenants, and others who will use tools to carry out rehabilitation;
9. 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;
10. Assistance for the rehabilitation of housing under section 17 of the United States Housing Act of 1937; and
11. Improvements designed to remove material and architectural barriers that restrict the mobility or accessibility of elderly or severely disabled persons to buildings and improvements eligible for assistance under paragraph (a) of this section.

#### 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 2010-2014 Consolidated Plan priorities to:

- Provide energy efficiency improvements as a means to promote continuing affordability of housing;
- Promote the rehabilitation of existing owner-occupied housing as a means to maintain affordable housing;
- Provide accessibility improvements as a means to help low-and-moderate income households with disabilities maintain existing housing.

#### **ELIGIBLE BORROWERS**

- a. Eligible borrowers must own and occupy the home to be rehabilitated.
- b. Eligible borrowers must meet the Department of Housing and Urban Development (HUD) income requirements for low-and-moderate income households at the time of application. Verification of income will be required.
- c. Applicants must be considered in good financial standing with all entities that hold a lien or mortgage on the property to be rehabilitated. Applicants with workout repayment plans with lien holders will not be considered. All small claims judgments against applicants must be satisfied prior to loan closing. Applicants will be requested to provide permission to verify employment, mortgages, deeds of trust, savings accounts, credit accounts, and all other information necessary to complete an application for a housing rehabilitation loan. Applicants showing any probability of foreclosure or bankruptcy may be determined ineligible for the program.
- d. Eligible borrowers must be current on their property taxes and have an escrow account for property taxes and insurance set up with their primary lender.

#### **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.

#### **ELIGIBLE PROPERTIES**

- a. Existing owner-occupied, single-family, residential properties containing one dwelling unit.
- b. Manufactured housing is eligible when such housing constitutes part of the community's permanent housing stock. (24 CFR 570.202 (a) (5)).
- c. Property must be located in one of the 55 participating municipalities of the Dane County Urban County Consortium.
- d. Total debt secured by the property, including the CDBG-funded loan, cannot exceed 95% of the after rehabilitation value of the property.
- e. An appraisal is required.
- f. The after-rehabilitation value of the property may not exceed \$223,250.

#### **ELIGIBLE WORK ITEMS**

Any approved exterior rehabilitation is eligible. Interior code-related work is allowed, provided that all exterior code-related work is addressed first.

Eligible Work Items

- ◆ Abatement of asbestos hazards
- ◆ Chimney repair or replacement or flue liner replacement
- ◆ Code repairs and upgrades for plumbing, heating, or electrical systems
- ◆ Exterior painting
- ◆ Foundation repair
- ◆ Gutter and downspout repair or replacement
- ◆ Wall and attic insulation
- ◆ Plumbing fixture repair or replacement
- ◆ Porch repair or reconstruction (including concrete stairs and stoops), including ramps for ADA accessibility
- ◆ Removal and replacement of deteriorated, hazardous concrete, excluding garage slab replacement
- ◆ Roof repair or replacement
- ◆ Installation of security devices, including smoke detectors and dead bolt locks
- ◆ Siding repair or installation of new siding to increase energy efficiency
- ◆ Replacement of stove or refrigerator to increase energy efficiency
- ◆ Window and door repair or replacement including storm doors

*Rehabilitation does not include:*

Installation of luxury items, such as a swimming pool;

Costs of equipment, furnishings, or other personal property not an integral structural fixture, such as: a window air conditioner; or a washer or dryer (but a stove or refrigerator is allowed);

Labor costs for homeowners to rehabilitate their own property.

General

- a. Property owners must agree to correct all code items in accordance with the applicable local (city/village/town) housing and property maintenance code.
- b. Work may not begin until the environmental review requirements at Part 58 are met and the County has given notice to proceed.
- c. There must be an initial inspection conducted that details the work to be done. The participant file must contain a Work Write-Up and Cost Estimate that addresses the issues raised in the initial inspection.
- d. Any work, which disturbs a painted surface, must include lead testing and lead safe work practices.
- e. Three bids, at a minimum, are required from **qualified** contractors for the work items to be covered by the loan funds.
- f. All contractors are to be cleared through the HUD listing for debarred and suspended participants (24 CFR 570.506 and 85.3) prior to awarding of contract for work.
- g. Local building permits must be taken out for the work. If a permit is required, the building official should sign off on the permit indicating that the work was completed.
- h. Work should be inspected prior to paying the contractor.
- i. The owner or his/her authorized representative must approve each payment.
- j. Change orders must be documented and approved by the owner.
- k. There is to be a final inspection of the work by program participant staff that documents whether the work appears to correct the deficiencies noted in the initial inspection and whether all items were completed as specified in the work write-up.

- I. There must be documentation to show the contractor provided the appropriate lien releases.

## LOAN TERMS AND AMOUNTS

- a. The minimum amount of loan funds for rehabilitation work is \$3,000 and the maximum is \$24,999.
- b. The rate on the loan is 0%.
- c. The County shall be provided with a Mortgagee's Title Insurance Policy satisfactory to the County, in the amount of the rehabilitation loan, and issued by a title insurance company licensed in the State of Wisconsin.
- d. The loan shall become immediately due and payable to the County upon the occurrence of any of the following:
  - i. 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
  - ii. The borrower(s) vacate the property; or
  - iii. The borrower(s) default in meeting any of the terms and conditions of the loan; or
  - iv. The borrower(s) refinance with cash-out.
- e. The borrower(s) must provide security for a housing rehabilitation loan in the form of a mortgage or other loan security instrument. In the case of multiple ownership, the signature of every titleholder to the property will be required on each instrument that evidences or secures the loan.
- f. The borrower(s) must agree to maintain the property in decent, safe, sanitary, and sound condition during the term of the housing rehabilitation loan.
- g. The borrower(s) must maintain property insurance on the property as required, during the term of the loan and list Dane County as a Mortgagee.

/cdbg – rehabilitation program standards.doc  
Approved by the CDBG Commission 3.26.2009  
Revised by the CDBG Commission 10.22.2009.  
Revised by the CDBG Commission 7.28.2011.

# Dane County

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# 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.

| <b>Level of Activity:</b> Less than or equal to \$5,000 investment per unit.  |  |   |   |
|---|--|---|---|
| <b>Testing Requirements</b>   | <b>Work Requirements</b>   | <b>Post Work Activity Requirements</b>  | <b>Notification Requirements</b>  |
| <ul style="list-style-type: none"> <li>• Paint testing performed on surfaces to be disturbed by a certified lead paint tester.</li> </ul> <p>-OR-</p> <ul style="list-style-type: none"> <li>• May also presume lead paint exists.</li> </ul> | <ul style="list-style-type: none"> <li>• Repair surfaces disturbed during work.</li> </ul> <p>-AND-</p> <ul style="list-style-type: none"> <li>• Use safe work practices when working on areas identified as lead based paint.</li> </ul> <p>-AND-</p> <ul style="list-style-type: none"> <li>• 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 greater than 20 ft<sup>2</sup> on the exterior, 2 ft<sup>2</sup> in any interior room, or</li> </ul> | <ul style="list-style-type: none"> <li>• For HOME Rental Housing only.</li> </ul> | <ul style="list-style-type: none"> <li>• Provision of pamphlet "<i>Protect Your Family from Lead in Your Home</i>".</li> </ul> <p>-AND-</p> <ul style="list-style-type: none"> <li>• Disclosure of available information or knowledge regarding the presence of lead paint.</li> </ul> <p>-AND-</p> <ul style="list-style-type: none"> <li>• Disclosure of test results within 15 days of receiving report or a disclosure of presumption of lead.</li> </ul> |

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

|  |   |  |   |
|--|---|--|---|
|  | exterior component.<br>-AND-<br><ul style="list-style-type: none"> <li>• Clearance on unit, related common areas and exterior painted surfaces</li> </ul> |  | completed, including clearance results. |
|--|---|--|---|

## 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.

- Painting includes but is not limited to work involving construction, alteration, repair, painting, paint removal or decorating.
- A painted exterior surface means an exterior surface covered with paint or other surface coating material (including, but not limited to stains and varnishes).
- 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

- 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/cm<sup>2</sup>) 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 ¼ 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 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.

#### A. 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 operable 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  $\leq 0.35$  (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 ½ 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 1 inch.
  - 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 grate, 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 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 if 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 tests 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  $\frac{3}{4}$  inch width,  $\frac{1}{8}$  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  $\frac{3}{4}$  inch width,  $\frac{1}{8}$  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  $\frac{1}{2}$ " 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 case 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

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