



City of San Antonio  
Department of Planning & Community Development  
**Division of Grants Monitoring and Administration**

**REQUEST FOR APPLICATIONS  
("RFA")**

for

FY 2015 Owner Occupied Rehabilitation Program

Release Date: Tuesday, October 28, 2014

Applications Due: Monday, December 01, 2014

*Updated: November 13, 2014*

**This solicitation has been identified as High Profile.**

**Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking City Contracts.**

Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10<sup>th</sup> business day after a contract solicitation had been released until 30 calendar days after the contract has been awarded ("black out" period):

1. legal signatory of a high-profile contract;
2. any individual seeking a high-profile contract;
3. any owner or officer of an entity seeking a high-profile contract;
4. the spouse of any of these individuals;
5. any attorney, lobbyist, or consultant retained to assist in seeking contract.

**A contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the "black out" period.**

## 002 - TABLE OF CONTENTS

003. - PROGRAM REQUIREMENTS.....	3
004. - SCOPE OF SERVICE .....	7
005. - ADDITIONAL REQUIREMENTS.....	12
006. - TERM OF CONTRACT.....	14
007. - PRE-SUBMITTAL CONFERENCE .....	15
008. - APPLICATION AND SUBMITTAL REQUIREMENTS .....	15
009. - CHANGES TO RFA.....	17
010. - RESTRICTIONS ON COMMUNICATION.....	18
011. - EVALUATION OF CRITERIA .....	18
012. - AWARD OF CONTRACT AND RESERVATION OF RIGHTS .....	19
013. - SCHEDULE OF EVENTS .....	21
014. - ATTACHMENT I: CHECKLIST .....	22
015. – ATTACHMENT II: APPLICATION.....	23
016. - ATTACHMENT III: SECTION 3 PROGRAM .....	37
017. - ATTACHMENT IV: INSURANCE REQUIREMENTS.....	40
018. - ATTACHMENT V: INDEMNIFICATION REQUIREMENTS .....	43
019. - ATTACHMENT VI: DISCRETIONARY CONTRACTS DISCLOSURE FORM .....	45
020. - ATTACHMENT VII: PROPOSED BUDGET.....	46
021. - ATTACHMENT VIII: GENERAL SPECIFICATIONS.....	47

### 003. - PROGRAM REQUIREMENTS

The City of San Antonio's Department of Planning and Community Development (the "City") is seeking applications from qualified organizations to operate an Owner Occupied Rehabilitation Program, funded by the HOME Investment Partnerships Program (HOME), which will benefit program participants at or below 80% of area median income (AMI).

The City has allocated \$1,375,000 in HOME Investment Partnership Program (HOME) funds specifically for Owner Occupied Rehabilitation Program activities in the FY 2014 Annual Action Plan Budget.

#### ***Owner Occupied Rehabilitation Program Policy***

The City has implemented a new Owner Occupied Rehabilitation Program whereby Respondents to this solicitation must comply.

On February 19, 2013, the City of San Antonio's Quality of Life Committee approved an additional component to the existing Owner Occupied (OO) Rehabilitation Program that provides the general rehabilitation necessary to bring the structure into compliance with applicable building codes and rehabilitation standards. This policy allows a fully deferred, 0% percent simple interest loan. The loan becomes due and payable upon sale, rental, refinance, or transfer of the property, with balances under \$25,000 being forgiven over a 10 year period. The city's policy revision also accepts a second lien position so that homes with existing debt can be served. This change will enable the program to address homes with more moderate rehabilitation needs, decreasing the cost per unit. The new rehabilitation loan product will limit the range of eligible repairs to those directly related to health, safety, major systems nearing the end of their useful life, energy efficiency, and accessibility.

The OO Rehabilitation Program will retain its ability to address houses with deeper rehabilitation needs if the total rehabilitation including program delivery exceeds \$25,000; any costs above \$25,000 will be secured by a perpetual loan (i.e., not forgiven over time, but due on resale, refinance, or when the home is no longer owner occupied). Projects may exceed \$40,000 to address severely hazardous or substandard situations faced only by seniors or persons with disabilities, with a maximum cap of \$50,000.

#### ***Eligible Applicants***

Respondents seeking funding must be a public or private non-profit entity, incorporated by the State of Texas. Public or private non-profit entities must provide evidence of a tax ruling from the Internal Revenue Service under Section 501(c)(3) of the Internal Revenue Code. Organizations must be able to demonstrate they have previously performed the services relevant to the application, or be able to demonstrate significant experience and success with single-family owner occupied rehabilitation.

Eligible respondents must have been operating in good standing with the State of Texas for a minimum of two years. Respondents must be registered with the System for Award

Management which has replaced the federal “Excluded Parties List System” and not be either suspended and/or debarred. Please go to [www.sam.gov](http://www.sam.gov) for more information.

Every application must contain a D-U-N-S Number. If you do not have a DUNS number, you can register with Dun and Bradstreet at the web address below and a DUNS number will be issued. Please go to [www.dnb.com](http://www.dnb.com) for more information.

Successful respondents may be required to submit additional information including the items listed below and any additional information as determined by City staff necessary for contract development. This list is not inclusive of all information that may be requested to finalize a respondent’s approval.

- Copy of IRS Tax Exempt 501(c)(3) Determination and Current IRS Certificate of Exemption
- Copy of Articles of Incorporation (State of Texas)
- Copy of Adopted By-Laws
- Copy of Names and Addresses of Current Board of Directors
- Copy of Current Filed 990, or 990T Information Tax Return
- Copy of Agency Personnel Policies/Procedures including, but not limited to:
  - Leave Policy
  - Employment Policy
  - Equal Opportunity Employment Assurances/Plan
  - Probationary/Evaluation Procedures
  - Job Titles, Descriptions and Salaries
  - Procurement Policy
  - Records Retention Policy
  - Construction Management Policies and Procedures
- Organizational Chart
- Section 504 Checklist
- Financial Audit (most current)
  - Audited Financial Statements or Single Audit (required for agencies receiving more than \$500,000 of either federal or state funds)
  - Management Letter issued by CPA
  - Corrective Action Plan from Agency (if applicable)
  - All Documentation Reviewed by Analyst
- Certification of Franchise Tax Account Status
- Additional insurance information

***Income Guidelines***

Assistance provided to homeowners must be based upon household income. Successful respondents to this RFA will be responsible for verification of income based upon established requirements of the U.S. Department of Housing & Urban Development (HUD). Homeowners will be required to provide evidence that they meet these income requirements. The

Respondent will provide as part of the application a Work Plan or "Work Flow" which demonstrates the process through which clients will be taken from initial application to successful completion of the repair process.

The following income limits by household size represent eligibility for assistance. These income limits are updated annually and updated income limits will be utilized for all program participants as they begin the process.

Household Size	Low Income (80% of Median)
1	no more than \$32,950
2	no more than \$37,650
3	no more than \$42,350
4	no more than \$47,050
5	no more than \$50,850
6	no more than \$54,600
7	no more than \$58,350
8	no more than \$62,150

**Lead Based Paint**

The Respondent will be responsible for ensuring compliance with the Lead Based Paint rules in accordance with HUD regulations. However, on a case by case basis, there may be an opportunity to coordinate with the City’s Green and Healthy Homes (SAGHH) Program, formerly known as the Lead Based Paint Hazard Control Program (LBPHCP), which provides assistance to owners and landlords of residential properties (up to a four-plex) in creating healthy, safe, energy-efficient and sustainable homes for families and children. The SAGHH is working to prevent and correct housing-related health and safety hazards, such as addressing lead-based paint, mold, household asthma triggers and fire hazards.

1. House must be built prior to 1978; AND
2. House must be located within Bexar County; AND
3. A child age 5 and under must reside in the home or spend at least 6 hours per week in the home; AND
4. Children under the age of six should be tested for lead; AND
5. Have a clear title to property; AND
6. Must be current with property taxes; AND
7. Household must meet HUD established Income Guidelines for families earning 80% or below of Area Median Income

HUD’s lead based paint regulations at 24 CFR Part 35 will apply. Respondents should be aware that either compliance with the requirements of the State or compliance with the requirements

of OSHA, is sufficient to meet HUD's Part 35 requirements. For HUD funded rehabilitation activities, lead hazard evaluation and reduction activities must be carried out for all projects constructed before 1978. In all cases, notification must be made to the homeowner in the form of the HUD Lead Hazard Information Pamphlet and Disclosure or an acceptable alternative pamphlet.

The required evaluation and reduction activity is dependent upon the amount of HUD funding used for the project.

For cases where **less than or equal to \$5,000** will be spent on the rehabilitation:

*Testing:* Paint Testing of surfaces that will be disturbed by the rehabilitation activities must occur.

*Lead Hazard Reduction:* Surfaces, which are disturbed during rehabilitation, must be repaired. Safe work practices must be used. After the rehabilitation activities are completed, clearance must be performed by a certified professional to ensure that units are safe.

For cases where **\$5,001 to \$25,000** will be spent on the rehabilitation:

*Testing:* Paint testing of surfaces to be disturbed by rehabilitation must occur. In addition, a risk assessment must be performed.

*Lead Hazard Reduction:* Interim controls must be used. This means that friction and impact surfaces would be addressed. Interim controls include paint stabilization and cleaning. Safe work practices must be used. After the rehabilitation activities are completed, clearance must be performed by a certified professional to ensure that units are safe.

For cases where **more than \$25,000** will be spent on the rehabilitation:

*Testing:* Paint testing of surfaces to be disturbed by rehabilitation must occur. In addition, a risk assessment must be performed.

*Lead Hazard Reduction:* Abatement of hazards is the required approach. Abatement involves permanently removing lead based paint hazards, often through paint and component removal, replacement, encapsulation and enclosure. Interim controls and paint stabilization may be used on the home's exterior if it is not involved in the rehabilitation. Safe work practices must be used. After the lead hazard reduction activities are completed, clearance must be performed by a certified professional to ensure that units are safe.

### ***Environmental Services***

The Respondent will be responsible for ensuring compliance with 24 CFR Part 58 regulations regarding Environmental Reviews of all houses assisted with federal funding. The City of San Antonio has an agreement to an on-call NEPA consultant to provide professional environmental

services for City Programs and to provide appropriate access of such services (project soft cost) to sub-recipients of HUD federal funding.

#### **004. - SCOPE OF SERVICE**

**This scope of services defines areas of responsibility for the administration of the Respondents Owner Occupied Rehabilitation Programs as sub-recipient organizations. This RFA applies only to single family dwellings residences up to 4 units.**

1. The City of San Antonio and the selected Respondent(s) will be responsible for jointly conducting outreach and education of the Respondent's Owner Occupied Rehabilitation Program. However, the City may refer applicants to the Respondent to ensure participation in the program. The City will designate targeted areas for Respondent participation.
2. The Respondent will process program applications for approval including analysis of income verifications, title searches, and where necessary and any other information necessary to determine the qualifications of the applicant and feasibility of the scope of work. The Respondent shall develop and maintain homeowner files for each client and all records necessary for compliance with Federal Regulations.
3. The Respondent will conduct site specific environmental review in accordance with the City's Environmental Policy, Procedures, and Standards.
4. The Respondent will conduct property inspections including photos to create a formal work write-up outlining the proposed scope of work and cost estimate in accordance with attached general specifications in Attachment VIII. Each scope must be approved by the homeowner. Respondent should also submit work write-ups, cost estimates, and environmental reviews to the City. If the Respondent has an in-house or partnering contractor, cost reasonableness will be reviewed and approved by City staff.
5. The Respondent must provide lead-based testing and reports, as applicable, for Pre-1978 structures.
6. If the Respondent is not a General Contractor or Residential Contractor, there must be a written procurement process in place in accordance with City of San Antonio Procurement Guidelines. Contractors must adhere to City policies and procedures and must govern themselves in accordance with any City Contracting Policies. The Respondent must document the procurement process for the selection of the Contractor.

7. Respondents will be responsible for preparing agreements between the homeowner and Respondent in accordance with the respective funding agreement and the U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnership Program funding regulations for the Owner Occupied Rehabilitation Program. Respondents must review conditions of the grant with homeowner and obtain homeowner(s) signature on all necessary documents.
8. The Respondent will prepare and submit to City the Request for Payment along with supporting documentation for reimbursement. Incomplete submissions will not be processed for payment. City will **NOT** accept Respondents who require an advance of funds or need to utilize city funds to pay out contractors directly. Respondent should relay in the proposal, the specific volume of units, on a monthly basis, the Respondent is able to undertake over the next 12 month period.
9. The Respondents shall inspect rehabilitation work on a regular basis as outlined in the proposal to ensure that the contractor is performing pursuant to the scope of work outlined in the contract and adhering to the City building codes and rehabilitation standards. Every effort should be made to ensure that the workmanship and quality of materials must be monitored through inspections by Respondent and City, as applicable.
10. All change orders must be reasonable. Change orders shall be reviewed and approved by the Respondent, homeowner, and contractor in accordance with the Respondent's Change Order Policy, as approved by the City.
11. The Respondent must prepare all necessary documents required for the final inspection of rehabilitation work and issue a final acceptance of work signed by the Respondent and the homeowner. A copy of this notice must be provided with the final Request for Payment.
12. The Respondent must secure all manufacturers and supplier warranties prior to final payment for rehabilitation work and provide them to the homeowner.
13. The Respondent will arbitrate disputes and/or complaints arising between contractors and homeowners regarding work to be performed, underway or completed.
14. The Respondent shall submit monthly progress reports, as well as, any other federal reporting as required by the respective funding source and/or City as outlined in the agreement. Respondent shall prepare status reports as requested by the City.
15. The Respondent must prepare any closeout documents related to the administration of this project.

16. The Respondent must perform all duties as required by their agreement and in accordance with the City's Housing Policy, as amended.
17. The Respondent is responsible for ensuring that the Contractor adheres to the requirements of the City's Housing Policy, Housing Rehabilitation Standards, as well as, adhere to any local construction requirements and building codes, as amended.
18. The Respondent must ensure all programmatic and fiscal records and appropriate and that staff is available for all monitoring and site visits. With respect to all matters covered by this RFA, all records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the City, HUD, or other federal agencies may require.
19. The Respondent must ensure that cost reasonableness is documented and the information will be reviewed as part of the monitoring.

#### ***Eligible Rehabilitation Costs***

To meet the City's written standards for rehabilitation that ensure that federally assisted housing is decent, safe, and sanitary in accordance with the City's Housing Policy (as amended).

Owner Occupied Rehabilitation Program shall include items directly related to health, safety, major systems nearing the end of their useful life, energy efficiency, accessibility, and lead-based paint activities.

#### ***Eligible Soft Costs***

1. Title binders and insurance
2. Recordation fees
3. Legal and accounting fees
4. Environmental review costs
5. Lead risk assessments

#### ***Eligible Delivery Costs***

The delivery fee will not exceed 14%. Delivery fees to the selected rehabilitation are as follows:

1. A Respondent may receive up to 6% of hard construction costs (excluding contingency) for general conditions.
2. A Respondent may receive up to 6% of hard construction costs (excluding contingency) as profit.
3. A Respondent may receive up to 2% of hard construction costs (excluding contingency) for overhead.

#### ***Timing for Funding***

Respondents may submit Requests for Payments from the grant with the following conditions:

- a) Disbursements during the construction period are limited to the reimbursement of actual HUD eligible costs that have been incurred;
- b) City will require Respondent to retain 10% of the of the construction costs amount until project completion;
- c) Respondents will be reimbursed on a 30%-60%-90%-10% construction completion schedule;
- d) Delivery Fee will be paid out after final construction is complete.

### ***Subsidy Layering Review***

Before committing funds to an activity, the Respondent must evaluate the project to ensure it will not invest any more HOME funds, in combination with other governmental assistance, than is necessary to provide affordable housing.

### ***After Rehabilitation Value Requirements***

For clients that are assisted with CDBG or HOME funds, the loan, plus the amount of any outstanding lien on the property must not exceed 90 percent of the after-rehabilitation value of the property. The city will provide a worksheet detailing the appropriate after rehabilitation calculation method.

### ***Choice Limiting Actions and Environmental Clearance***

Projects for which construction has started are not eligible. Respondents should note that federal environmental requirements include a requirement that no choice limiting actions may occur until the City has issued environmental clearance as required in 24 CFR Part 58. Preparation of the Environmental NEPA Review Records and the cost associated with preparing the documents are the responsibility of the Respondent and must be submitted in the City's acceptable format for review and approval. Prior to receipt of environmental clearance from Grantee, the Respondent may not undertake, or commit any funds to, physical or choice-limiting actions, including property acquisition, demolition, tenant relocation, rehabilitation, conversion, repair or construction. Violations of this provision may result in the denial of any funds under this program.

### ***Other Compliance Requirements***

In addition to requirements discussed in this Section, all awardees must meet the HUD program regulatory compliance requirements. These requirements include (without limitation):

#### ***Section 504 Accessibility Requirements***

Projects will be subject to accessibility requirements under Section 504 of the Rehabilitation Act of 1973, as applicable.

#### ***Section 3 Program Requirements***

The City's Department of Planning & Community Development – Division of Grants Monitoring and Administration is committed to compliance with the HUD Section 3 regulations 24 CFR Part 135. It is our desire to ensure compliance with the City's

Section 3 goals, to the greatest extent feasible, through the awarding of contracts to Section 3 business concerns and through the employment and training of Section 3 residents. In general, Section 3 requires outreach, prior to awarding contracts and subcontracts to construct a project under the program. Respondents must conduct outreach to low-income individuals living in the area where the project is located and to certain businesses located in the area in which the project is located. The intent of the Section 3 requirements is to encourage employment of such individuals and businesses in connection with the construction of the project. These requirements apply to any construction/rehab contract or subcontract in excess of \$100,000.

Respondents are required to complete and submit the attached Section 3 Utilization Plan. The Section 3 Goals are as follows:

1. 30% of the aggregate number of new hires shall be Section 3 Residents
2. 10% of all covered contracts shall be awarded to Section 3 Businesses
3. 3% of all covered non-construction contracts shall be awarded to Section 3 Business

#### *Relocation Requirements*

The Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), passed by Congress in 1970, 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 URA's protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for federal or federally funded projects. The Respondent agrees to adhere to 49 CFR Part 24, the government-wide regulation that implements the URA, and HUD Handbook 1378, which provides HUD policy and guidance on implementing the URA and 49 CFR Part 24 for HUD funded programs and projects. See HUD Handbook 1378 for detailed information on the requirements at [www.sanantonio.gov/gma/resources/documents.aspx](http://www.sanantonio.gov/gma/resources/documents.aspx) . Each Respondent must demonstrate a Temporary Relocation Plan.

#### *Lead Based Paint (Rehabilitation Projects)*

The City's Housing Policy allows for Lead activities to be expended as a grant to the homeowner and is not subject to the targeted owner occupied rehabilitation program maximum.

HUD's lead based paint regulations at 24 CFR Part 35 will apply. Respondents should be aware that either compliance with the requirements of the State or compliance with the requirements of OSHA, is sufficient to meet HUD's Part 35 requirements. For HUD funded rehabilitation activities, lead hazard evaluation and reduction activities must be carried out for all projects constructed before 1978. In all cases, notification must be made to the homeowner/buyer in the form of the HUD Lead Hazard Information Pamphlet and Disclosure or an acceptable alternative pamphlet.

The required evaluation and reduction activity is dependent upon the amount of HUD funding used for the project.

For cases where \$5,001 to \$25,000 will be spent on the rehabilitation:

*Testing:* Paint testing of surfaces to be disturbed by rehabilitation must occur. In addition, a risk assessment must be performed.

*Lead Hazard Reduction:* Interim controls must be used. This means that friction and impact surfaces would be addressed. Interim controls include paint stabilization and cleaning. Safe work practices must be used. After the rehabilitation activities are completed, clearance must be performed by a certified professional to ensure that units are safe.

For cases where more than \$25,000 will be spent on the rehabilitation:

*Testing:* Paint testing of surfaces to be disturbed by rehabilitation must occur. In addition, a risk assessment must be performed

*Lead Hazard Reduction:* Abatement of hazards is the required approach. Abatement involves permanently removing lead based paint hazards, often through paint and component removal, replacement, encapsulation and enclosure. Interim controls and paint stabilization may be used on the home's exterior if it is not involved in the rehabilitation. Safe work practices must be used. After the lead hazard reduction activities are completed, clearance must be performed by a certified professional to ensure that units are safe.

#### *Reporting requirements*

Respondent will be subject to additional reporting requirements as deemed necessary by City to ensure full compliance with federal program requirements.

#### ***Duration of Requirements***

All requirements will be applicable for the duration of the sub-grantee agreement.

### **005. - ADDITIONAL REQUIREMENTS**

#### Intellectual Property.

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It

shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

Either:

obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to:

assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

#### Ownership and Licenses.

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFA, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

#### **006. - TERM OF CONTRACT**

A contract awarded in response to this RFA will be for a one (1) year period. The City shall have the option to renew for an additional two (2) years with the Director's approval.

A letter of award will be provided to the selected Respondent. The Respondent will have two (2) weeks to provide written acknowledgement. The terms of the agreement with the City will be performance driven based on the project timeline.

#### **007. - PRE-SUBMITTAL CONFERENCE**

A Pre-Submittal Conference will be held at 1400 S. Flores, Department of Planning & Community Development's Division of Grants Monitoring and Administration Conference Room, at **2:00 p.m. Central Time, on Thursday, November 13, 2014**. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted on the City's website [www.sanantonio.gov/gma](http://www.sanantonio.gov/gma) . Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. The Department of Planning & Community Development's Division of Grants Monitoring and Administration Conference Room is wheelchair accessible. The accessible entrance is located at 1400 S. Flores. Accessible parking spaces are located at 1400 S. Flores. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

#### **008. - APPLICATION AND SUBMITTAL REQUIREMENTS**

Respondent's submission shall include the Application (ATTACHMENT II), items listed in the Checklist (ATTACHMENT I), and all required attachments to this RFA, noted with the appropriate heading. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

Respondent is expected to examine this RFA carefully, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THESE APPLICATION REQUIREMENTS MAY RESULT IN THE RESPONDENT'S APPLICATION BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

If submitting a hard copy application, respondent shall submit one original, signed in ink, one (1) hard copy and one (1) copy of the application on compact disk (CD) containing an Adobe

PDF version of the entire application in a sealed package clearly marked with the project name, "FY 2015 Owner Occupied Rehabilitation Program" on the front of the package.

Applications must be received in the City Clerk's Office no later than **2:00 p.m., Central Time, on Monday, December 1, 2014** at the address below. Any application or modification received after this time shall not be considered, and will be returned, unopened to the Respondent.

Mailing Address:

City Clerk's Office

Attn: Planning and Community Development – Division of Grants Monitoring and Administration

100 Military Plaza

2nd Floor, City Hall

San Antonio, Texas 78205

Physical Address:

City Clerk's Office

Attn: Planning and Community Development – Division of Grants Monitoring and Administration

100 Military Plaza

2nd Floor, City Hall

San Antonio, Texas 78205

Applications sent by facsimile or email will NOT be accepted.

Application Format

Each application shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. The application should be placed inside a three ring binder. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed one-sided. Margins shall be no less than 1" around the perimeter of each page. Websites, or URLs shall not be submitted in lieu of the printed application. Each application must include the sections and attachments in the sequence listed in the RFA Section - Application and Submittal Requirements, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the application or may negatively affect scoring.

Modified Applications

Applications may be modified provided such modifications are received prior to the due date for submission of applications and submitted in the same manner as original application. It should include a cover letter with the application, indicating it is a modified application and that the Original application is being withdrawn.

### Correct Legal Name

Respondents who submit applications to this RFA shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the Application found in this RFA as ATTACHMENT II.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of Planning and Community Development shall have the discretion, at any point in the contracting process, to suspend consideration of the application.

### Firm Offer

All provisions in Respondent's application, including any estimated or projected costs, shall remain valid for one hundred and eighty (180) days following the deadline date for submissions or, if an application is accepted, throughout the entire term of the contract.

### Confidential or Proprietary Information

All applications become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

### Cost of Application

Any cost or expense incurred by the Respondent that is associated with the preparation of the Application, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

## **009. - CHANGES TO RFA**

Changes to the RFA, made prior to the due date for applications shall be made directly to the original RFA. Changes are captured by creating a replacement version each time the RFA is changed. It is Respondent's responsibility to check for new versions until the application due date. City will assume that all applications received are based on the final version of the RFA as it exists on the day applications are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFA.

## **010. - RESTRICTIONS ON COMMUNICATION**

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFA or applications from the time the RFA has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFA has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails, and any contact that results in the direct or indirect discussion of the RFA and/or application submitted by respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s application from consideration.

Exceptions to the Restrictions on Communication with City employees include the following:

- Respondents may ask verbal questions concerning this RFA at the Pre-Submittal Conference.
- Respondents may submit questions in writing concerning this RFA to the Staff Contact Person listed below until 4:30pm, Central Standard Time, on Thursday, November 13, 2014. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:  
Laura L. Salinas-Martinez  
Contract Manager, Department of Planning and Community Development,  
Division of Grants Monitoring and Administration  
[laura.salinas@sanantonio.gov](mailto:laura.salinas@sanantonio.gov)
- Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.
- Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons, shall not be considered in violation by Respondent of this section.

## **011. - EVALUATION OF CRITERIA**

The City will conduct a comprehensive, fair and impartial evaluation of all Applications received in response to this RFA. The City may appoint a selection committee to perform the evaluation. Each Application will be analyzed to determine overall responsiveness and qualifications under

the RFA. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City Council.

The following criteria and scoring methodology is used by the City in the evaluation and selection of the Owner Occupied Repair Program applications seeking funding. These criteria are in addition to any threshold requirements of the City of San Antonio Housing Policy. A total of 100 points are possible.

Experience, Background, Qualifications	25 Points
Managerial, Technical and Financial Capacity	25 Points
Proposed Plan (to include):	
Administrative Plan	25 Points
Marketing Plan	25 Points

**012. - AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

City reserves the right to award one, more than one or no contract(s) in response to this RFA.

The Contract, if awarded, will be awarded to the Respondent(s) whose Application(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

City may accept any Application in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFA on the part of City. However, final selection of a Respondent is subject to City Council approval.

City reserves the right to accept one or more applications or reject any or all applications received in response to this RFA, and to waive informalities and irregularities in the applications received. City also reserves the right to terminate this RFA, and reissue a subsequent solicitation, and/or remedy technical errors in the RFA process.

No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFA and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFA does not commit City to enter into a Contract, award any services related to this RFA, nor does it obligate City to pay any costs incurred in preparation or submission of an application or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.

#### Conflicts of Interest

Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Discretionary Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>)

#### Independent Contractor

Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for applications or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. The completed conflict of

interest questionnaire may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to:

Office of the City Clerk  
100 Military Plaza  
2nd Floor  
City Hall  
San Antonio, Texas 78205.

If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

### **013. - SCHEDULE OF EVENTS**

Following is a list of **projected dates/times/locations** with respect to this RFA:

RFA Release Date	Tuesday, October 28, 2014
Pre-Submittal Conference	Thursday, November 13, 2014 at 2:00 p.m. Location: GMA, 1400 S Flores, San Antonio, Texas 78204
Final Questions Accepted	Thursday, November 13, 2014 at 4:30 p.m.
Application Due	Monday, December 1, 2014 at 2:00 p.m. Location: City Clerk's Office (Refer to section "008-Application and Submittal Requirements")

**014. - ATTACHMENT I: CHECKLIST**

Document	Initial to Indicate Document is Attached to Proposal
○ Attachment II – Application (please include)	
▪ Table of Contents	
▪ General Information	
▪ References	
▪ Experience, Background, and Qualifications	
▪ Proposed Plan (Administrative Plan and Marketing Plan)	
▪ Environmental Acknowledgement	
▪ Signature Page	
○ Attachment III – Section 3 Program	
○ Attachment IV – Insurance Requirements	
○ Attachment V – Indemnification Requirements	
○ Attachment VI – Discretionary Contracts Disclosure Form	
○ Attachment VII – Proposed Budget	
○ Attachment VIII – General Specifications	

**015. – ATTACHMENT II: APPLICATION**

**GENERAL INFORMATION**

**Respondent Information:** Provide the following information regarding the Respondent.  
(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: \_\_\_\_\_  
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Website address: \_\_\_\_\_

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Social Security No or Federal Employer Identification No: \_\_\_\_\_

Texas Comptroller's Taxpayer Number if applicable: \_\_\_\_\_  
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: \_\_\_\_\_  
<http://fedgov.dnb.com/webform>

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship  
If checked list Assumed Name if any: \_\_\_\_\_

Partnership

Corporation      If checked, check one:       For-Profit       Nonprofit  
Also, check one:       Domestic       Foreign

\_\_\_ Other If checked, list business structure: \_\_\_\_\_

Printed Name of Contract Signatory: \_\_\_\_\_

Job Title: \_\_\_\_\_

(NOTE: This RFA solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide address of office from which this project would be managed:

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Annual Revenue: \$ \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_

Total Number of Current Clients/Customers: \_\_\_\_\_

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List Related Companies:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 2. Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes \_\_\_ No \_\_\_

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes \_\_\_ No \_\_\_ If "Yes", list authorizations/licenses.

\_\_\_\_\_  
\_\_\_\_\_

5. Where is the Respondent's corporate headquarters located? \_\_\_\_\_

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes \_\_\_ No \_\_\_ If "Yes", respond to a and b below:

- a. How long has the Respondent conducted business from its San Antonio office?

Years \_\_\_\_\_ Months \_\_\_\_\_

- b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes \_\_\_ No \_\_\_ If "Yes", respond to c and d below:

- c. How long has the Respondent conducted business from its Bexar County office?

Years \_\_\_\_\_ Months \_\_\_\_\_

d. State the number of full-time employees at the Bexar County office. \_\_\_\_\_

**7. Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes \_\_\_ No \_\_\_ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

---

---

**8. Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

---

---

**9. Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes \_\_\_ No \_\_\_ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

---

---

**10. Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

---

---

**11. Previous Contracts:**

a. Has the Respondent ever failed to complete any contract awarded?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

---

---

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

---

---

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

---

---

**REFERENCES**

Provide three (3) references, preferably from public entity clients with preference of medium or large municipalities, for which Respondent is currently providing similar services. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

**Reference No. 1:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

**Reference No. 2:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

**Reference No. 3:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

### **EXPERIENCE, BACKGROUND, QUALIFICATIONS**

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture. Include Letters of Commitment, Memorandum of Understanding or other partnership agreements with collaborating agencies.

1. Provide a history of the organization including a description of the history and purpose, years of experience, growth and direct experience with Owner Occupied Rehabilitation activities.
2. Provide an organization chart for development team including general contractor, realtor, housing counselor, etcetera and list licenses, credentials and professional training held by the team members.
3. Describe in detail your resources and capabilities to provide for a Owner Occupied Rehabilitation Program. Include evidence of line-of-credit or other resources necessary to perform the rehabilitation activity on a reimbursement basis.
4. Is your organization currently receiving any funding by the City of San Antonio? If yes, describe the funding sources, amounts, activity, and accomplishments.
5. Has your organization or member of your partnership/joint venture been issued any findings or concerns in relation to HUD funds? If so, indicate the findings and/or concerns cited, the corrective action taken. Describe whether any funds were required to be paid back.
6. Describe the organization's fiscal management, including the following: Financial reporting, record keeping, accounting systems, payment procedures, audit requirements and internal controls.
7. Describe any audit findings provided in your most recent financial or programmatic audit and how your organization has resolved these findings.
8. Describe the specific number of housing units the Respondent is able to undertake in a one year period.
9. Provide a narrative detailing the timeline and landmark dates from the beginning of the process to project completion. Also explain the role and authority of each team member involved.
  - a. Describe landmark due dates such as time frames for receiving approvals, permits and commitments.
  - b. Provide an explanation of the review times and submission due dates for approvals, permits and commitments.

- c. Describe strategies to ensure timely completion of project
  - d. Provide a schedule of activities or "plan of action" narrative that details activities the organization will undertake to achieve the program's goals and objectives.
10. Identify rehabilitation/construction projects from the organization's experience including location, building use, structure type, total project costs and accuracy of cost estimating. Relevant projects will be considered as those completed over the past five years and should reflect those accomplished by current employees of the organization. Discuss experience with lead-based paint abatement.
  11. Describe the methods used by your organization to ensure accuracy and coordination of reports such as work write-ups and specifications writing. Identify any software utilized by the organization.
  12. If your organization proposes acting as a contractor, describe your organization's bonding capacity and provide evidence.
  13. Identify any additional experiences, qualifications, and/or other relevant information about the Respondent's qualifications.
  14. Please attach audited financial statements. If the ending period on the audited financial statements is more than six (6) months from the RFA due date, include most recent interim financial statements.
  15. Please attach current organizational chart.

## **PROPOSED PLAN** (Administrative Plan and Marketing Plan)

### **ADMINISTRATIVE PLAN**

Prepare and submit the following items.

1. Develop a sound work plan or "plan of action" narrative that details activities the Respondent will undertake to achieve the Owner Occupied Rehabilitation Program's goals and objectives. The plan should fully address the items included within the Scope of Service. Include the following, as applicable:
  - a. Hours of operation
  - b. Work flow of all activities
  - c. Recruitment or marketing plan to attract potential program participants
  - d. Income Eligibility and verification process
  - e. Rehabilitation work write-ups, bidding, bid review, inspections and quality control
  - f. Using the organizational Charts, discuss the work flow and staff with key responsibilities related to implementing and managing various components.
  - g. Provide a work flow chart
2. Describe dispute resolution process.
3. Identify when temporary relocation will be necessary and describe the process your organization will utilize.
4. Describe the organization's financial controls, invoicing and reporting.
5. Relay the specific volume of units, on a monthly basis, the Respondent is able to undertake over the next 12 month period.
6. Identify the organizations key staff members, their roles/functions and qualifications.
  - a. Include a resume/bio for each key staff member.
7. Identify who will be responsible for conducting the Environmental Review Record (ERR)?
  - a. Include a resume/bio for each individual identified
  - b. List all certifications/qualifications for this individual

### **MARKETING PLAN**

1. Identify the organization's target market.
  - a. Has the organization conducted a needs assessment to identify its targeted market?
  - b. What audience is the organization trying to capture?
  - c. What type of individuals will benefit from the assistance of the organization?
  - d. What are the demographics of the targeted individuals (i.e. age, gender, race, etc)?

2. Describe the organization's marketing plan in detail.
  - a. What priorities, tools and techniques does the organization have in place to be successful in marketing programs and services?
  - b. Who will be responsible for implementing the marketing plan?
    - i. Include a resume or bio for this person.
    - ii. What qualifications does this person have?
3. Identify the organization's advertisement, promotional, and outreach strategies.
  - a. How does the organization plan to reach its targeted audience?
  - b. How will the organization communicate the marketing plan?
  - c. What types of advertisement methods will be used (i.e. bulletin boards, flyers, brochures, newspaper ads, etc)?
  - d. Will your organization be working with or through other organizations to reach out to your target audience? If so, please describe those efforts.

## Environmental Acknowledgement

<b>Organization</b>	
<b>Project Name</b>	

The Respondent acknowledges that prior to release of funds for this project the Respondent must complete an environmental assessment, whichever is required. The Respondent also agrees to comply with all requirements and conditions resulting from, or identified by, the environmental review/assessment to complete the project. Contracts may not be executed until an environmental review/assessment is complete and the Release of Funds has been received from the U.S. Department of Housing and Urban Development (HUD).

This Acknowledgement is submitted under the authority of:

\_\_\_\_\_  
Signature of Chairperson or Executive Director

\_\_\_\_\_  
Typed Name of Certifying Official

\_\_\_\_\_  
Date Signed

**Signature Page**

The undersigned certifies that (s)he is \_\_\_\_\_ (title) of the entity named below; that (s)he is designated to sign this Application Form (if a Corporation or not-for-profit Corporation, then by resolution with Certified Copy of resolution attached) for and on behalf of the Respondent entity named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for and has the requisite authority to execute an Agreement on behalf of Respondent, if awarded:

\_\_\_\_\_ Organization Name  
\_\_\_\_\_ DBA Name (Required if Respondent is an Individual  
or Proprietorship)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title:

\_\_\_\_\_

Date: \_\_\_\_\_

By signature above, Respondent agrees/certifies that:

1. If this Application is approved for funding, Respondent will be able and willing to comply with the City's insurance and indemnification requirements.
2. If this Application is approved for funding, Respondent will adhere to all relevant Federal, State and local regulations, guidelines, policies, procedures and other assurances as required by the City.
3. The information provided in this application, to the best of the Respondent's knowledge, is true, complete and accurately describes the proposed project and if this Application is approved for funding, Respondent will be able and willing to comply with all representations made by Respondent in this Application and during the Application process.
4. If this Application is approved for funding, Respondent understands that the terms and conditions of the funding are subject to negotiation and are at the discretion of the Director of the Department.
5. Respondent has fully and truthfully submitted an Respondent Questionnaire and understands that failure to fully disclose requested information may result in disqualification of application from consideration or termination of contract, once awarded.
6. Respondent will comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.
7. Respondent authorizes the release of project information to the City, Department, from all financial partners listed in the Application and authorizes the Department to verify any

Application information, including financial information, as required to complete its due diligence.

8. If this Application is approved for funding and the Respondent receives more than \$500,000 in Federal funding in a fiscal year, the Respondent will have a single independent audit performed at the cost of the Respondent for that corresponding Fiscal Year and that a complete copy of the completed independent audit will be submitted to the City within five (5) business days of it being made available to the Respondent.
9. In compliance with Texas Government Code Section 2264.051, certifies that Agency or a branch, division or department of Agency does not and will not knowingly employ an undocumented worker. If Agency is awarded funds under this Request for Application and is later convicted of violating 8 U.S.C. Section 1324a(f), Agency shall repay the full amount of funding with interest, at the highest non-usurious rate allowed by law, and notwithstanding any other term provided by its Contract with City, not later than the 120<sup>th</sup> day after the date the City notifies the Agency of the violation.

## 016. - ATTACHMENT III: SECTION 3 PROGRAM

The Section 3 Utilization Plan must be completed by Respondents bidding on a HUD funded activity over \$100,000.00. The City's Section 3 Goals for this professional service activity are as follows:

**Employment:**

To the greatest extent feasible, thirty percent (30%) of all new hires employed during the contract period as a result of the contract award be Section 3 certified residents.

**Contracting:**

To the greatest extent feasible, at least ten percent (10%) of the total dollar amount of this contract be awarded to Section 3 certified businesses.

The Section 3 Utilization Plan (fillable PDF) can be found in the webpage below, under "Public Notices."

[www.sanantonio.gov/gma](http://www.sanantonio.gov/gma)

For a list of Section 3 Certified Business and Residents please go to

<http://www.sanantonio.gov/GMA/certified/BusinessCertification.aspx>

The City of San Antonio will also accept certification from the San Antonio Housing Authority's Section 3 Program.

\* = Required Fields

Print Form



## City of San Antonio Section 3 Utilization Plan

**Office of Grants  
Monitoring &  
Administration**

Please fill this form out online and print it using the **Print** button provided. [Frequently Asked Questions](#)

### Contract Information

\*Project Name: \_\_\_\_\_

\*Name of Bidder/Proposer: \_\_\_\_\_

\*Address: \_\_\_\_\_

\*City: \_\_\_\_\_ \*State: TX  \*Zip: \_\_\_\_\_

\*Contact Person: \_\_\_\_\_

\*Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

\*Section 3 Certified Business?  Yes  No (If "Yes", include Certification Letter)

For a list of certified Section 3 Businesses and Individuals who are in our hiring database, please refer to the Grants Monitoring and Administration website at [www.sanantonio.gov/gma](http://www.sanantonio.gov/gma) or request an updated list by calling (210) 207-6600.

List all Subcontractors that will be used in this contract.

Section 3	Subcontractor	Subcontractor Award Amount	Certification Number	Add
<input type="checkbox"/>	*Name: _____ *Address: _____ Email: _____ *Tax ID: _____			<input type="button" value="Add"/>
<input type="checkbox"/>	Name: _____ Address: _____ Email: _____ Tax ID: _____			<input type="button" value="Delete"/>
<input type="checkbox"/>	Name: _____ Address: _____ Email: _____ Tax ID: _____			<input type="button" value="Delete"/>

Use the **Add** button to add as many rows as needed. Use the **Delete** button to remove a row.

Only companies certified as Section 3 businesses by the City of San Antonio can be applied toward the contracting goals. All Section 3 subcontractors must submit a copy of their certification through the General Contractor. Proof of certification must be attached to this form. If a business is not certified, please call the Office of Grants Monitoring and Administration, Special Project Division at (210) 207-6600 for information and details on how subcontractors may obtain certification.

\* = Required Fields

Print Form



### City of San Antonio Section 3 Utilization Plan

Office of Grants  
Monitoring &  
Administration

Please fill this form out online and print it using the **Print** button provided.

[Frequently Asked Questions](#)

Estimate the number of employee new hires that will be brought onto the job, if awarded the contract. \_\_\_\_\_

What percentage of the new hires will be certified Section 3 individuals? \_\_\_\_\_

Describe how Section 3 individuals will be notified of employment opportunities.

Describe how bids from Section 3 businesses were solicited.

If Section 3 contracting and hiring goals were not achieved in a percentage that equals or exceeds the City's goals, please give an explanation.

List all bids from Section 3 contractors that were received, but rejected.

Business Name	Reason for Rejection	Add
		Delete
		Delete

Use the **Add** button to add as many rows as needed. Use the **Delete** button to remove a row.

### Affirmation

I hereby affirm that the above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the contract, this document shall be attached thereto and become a binding part of the contract.

Signature of Bidding Authority \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Phone \_\_\_\_\_

For additional information, contact:  
Section 3 Staff  
Office of Grants Monitoring & Administration  
1400 S. Flores, Unit 3  
San Antonio, Texas 78204  
(210) 207-6600

Print Form

**017. - ATTACHMENT IV: INSURANCE REQUIREMENTS**

If selected to provide the services described in this RFA, Respondent shall be required to comply with the insurance requirements set forth below:

Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City’s Department of Planning & Community Development, which shall be clearly labeled “Historic Acquisition Rehab Program” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent’s signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City’s Fire Department. No officer or employee, other than City’s Risk Manager, shall have authority to waive this requirement.

City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

A Respondent’s financial integrity is of interest to City; therefore, subject to Respondent’s right to maintain reasonable deductibles in such amounts as are approved by City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent’s sole expense, insurance coverage written on an occurrence basis, by companies authorized to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory Limits \$500,000/\$500,000/\$500,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

f. Damage to property rented by you	f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>C</u> ombined <u>S</u> ingle <u>L</u> imit for <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of \$1,000,000 per occurrence

Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement that name Respondent and City as additional insureds. Respondent shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City’s Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City’s Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Department of Planning & Community Development  
Division of Grants Monitoring & Administration  
P.O. Box 839966  
San Antonio, Texas 78283-3966

Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers’ compensation and professional liability policies;

Provide for an endorsement that the “other insurance” clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;

Workers' compensation and employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City; and

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.

Respondent and any subcontractors are responsible for all damage to their own equipment and/or property.

## 018. - ATTACHMENT V: INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFA, Respondent shall be required to comply with the indemnification requirements set forth below:

### INDEMNIFICATION

**RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

Optional Provisions:

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its

option, to be represented by advisory council of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker's compensation or other employee benefit acts.

## **019. - ATTACHMENT VI: DISCRETIONARY CONTRACTS DISCLOSURE FORM**

Discretionary Contracts Disclosure Form may be downloaded at  
<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>

Instructions for completing the Discretionary Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in application response as indicated in the Application Checklist.

**020. - ATTACHMENT VII: PROPOSED BUDGET**

Respondents should attach a proposed budget that includes all revenue sources and expenditures on a per unit basis for the Owner Occupied Rehabilitation Program.

Description	Estimated Cost Per Unit	
	City Source	Other Source
<b>Rehabilitation Application Intake:</b>		
Application Processing (title search, credit reports, etc...)		
Initial Inspection/Assessment		
Other:		
Other:		
<b>Subtotal</b>		
<b>Rehabilitation Project Setup:</b>		
Financing fees		
Title binders and insurance		
Legal and accounting fees		
Architectural/engineering fees		
Environmental review costs		
Cost estimating / scope development		
Loan recording		
Contractor procurement costs		
Other:		
Other:		
Other:		
<b>Subtotal</b>		
<b>Rehabilitation Project Implementation:</b>		
Relocation Expenses		
Permits Fees		
Lead Based Paint costs		
Construction Hard Costs		
Progress Monitoring/Inspections		
Certificate of Occupancy / Warranties		
Contingency		
Other:		
Other:		
Other:		
<b>Subtotal</b>		
<b>Program Delivery Fee</b>		
<b>Subtotal</b>		
<b>Total Per Unit Budget</b>		

## 021. - ATTACHMENT VIII: GENERAL SPECIFICATIONS

### PURPOSE

The purpose of these general specifications is to describe the general guidelines and requirements for contractors participating in the City of San Antonio Department of Planning and Community Development Owner-Occupied Housing Rehabilitation Program. All construction/repairs shall comply with the City of San Antonio building codes.

**TRADE NAMES** are used to establish a guide to quality and type of materials required, equal quality will be determined by a DPCD Construction Specialist.

**MATERIALS** shall be new, in good condition, and of standard grade unless otherwise specified.

**CONTRACTORS** are subject to code violation enforcement (debris, hazards, etc.).

### REQUIRED INSPECTIONS

INSPECTIONS of work performed must be promptly secured by Contractor, and Contractor shall permit access and inspection required by any governmental agency with jurisdictional interest. Aside from the electrical, plumbing, shower pan, and HVAC inspections and finals, the following are also required:

a. FOUNDATION

➤ Slab on Grade

The work requires engineering letter to clear foundation. Letter must specifically indicate that drainage meets the minimum requirements of the City's building codes. If drainage not addressed in letter, an inspection for drainage is required.

➤ Pier & Footing (specify type)

The work requires engineering letter to clear foundation. If sills or joists are replaced/repared engineer letter required to clear foundation inspection. Letter must specifically indicate replacement/repair of wood sill, wood shim, beam and/or girder meets minimum requirements of the City's building codes.

➤ Removal/Repair/Replace: Skirting

Requires Final Inspection by City Inspector for venting, subfloor access and drainage (in addition to engineer letter)

➤ City inspection of all concrete flat work and concrete porches to ascertain that steel is properly installed.

➤ DPCD concrete inspection before pouring to ascertain that forms are properly located in accordance with the Description of Work.

b. WALLS

➤ City inspection of framing.

➤ City and DPCD insulation inspection or letter from Insulation Company for proper amount and R-factor to City code.

**NOTE:** City code requires that insulation be installed, if sheathing and/or sheetrock is removed from an exterior wall. Inspection is required before sheathing, sheetrock and/or paneling is re-installed.

c. ROOF

- City inspection of partial framing, if any rafters, collars and/or additional bracing are required. New sheathing installation and/or repairs can be inspected at this time. **NOTE:** Do not leave roof open pending inspection.

d. SHOWER PAN

- City inspection of shower pan is mandatory before covering shower pan.

### ELECTRICAL

1. ELECTRICAL WIRING shall be concealed. All electricians shall be required to pull a WWCPs along with the rewire permit. Permanent service must be in place at time of DPCD final inspection.
  - a. GENERAL: All habitable rooms and other appropriate spaces requiring electrical services shall be provided with a system of wiring, wiring devices, and equipment to safely supply electrical energy for proper illumination, appliances, resident security, and other electrical equipment.
  - b. EXISTING WIRING AND ELECTRICAL EQUIPMENT: Where continued service is contemplated, existing wiring and electrical equipment shall be in conformance with the current adopted City Electric Code. Existing facilities that are DPCD equate to meet anticipated demands shall be appropriately increased.
  - c. NEW ELECTRICAL WORK: The appropriate provisions of the City Electric Code shall be used as a guide for design layout and installation. Heavy-duty equipment shall have individual branch circuits, as required by the City Electric Code.
  - d. NEW ELECTRICAL FIXTURES: Materials shall be new and shall be UL Approved and/or National Electrical Code rated. New light fixtures shall be metal and not plastic.
  - e. PERMITS AND INSPECTIONS: All electrical work must be performed by a licensed electrician, and a copy of the permit issued by the City Building Inspection Department must be PROPERLY DISPLAYED prior to commencement of repair to the electrical system. All electrical work must be inspected by the City Building Inspection Department.
  - f. APPLIANCES: All existing or new 220v appliances/equipment shall be retrofitted with new cord to be compatible with new receptacle.

- g. FIXTURES: Any existing fixture that is to remain in use shall be wired new to fixture. Contractor should make Homeowner aware of any non-warranty items of this nature.
- 2. SMOKE DETECTOR/CARBON MONOXIDE DETECTOR shall be FHA Approved and shall be installed on all rehabilitation jobs to current city codes.

### **PLUMBING**

- 1. NEW SANITARY WASTE AND DRAINAGE PIPING shall be PVC, Schedule 40.
  - a. FLASHING: All piping through the roof shall be flashed with appropriate flashing.
- 2. WATER PIPING shall be type "L" copper tubing with wrought copper solder joint fittings, PEX water lines or galvanized iron with galvanized fittings.
  - a. VALVES: Water stop valves shall be standard U.S. made with ends similar to fittings. Valves shall be provided at each piece of equipment to permit removal without shutting off service.
  - b. UNIONS: Unions shall be provided to permit removal of equipment without cutting piping where legal.
- 3. GAS PIPING shall be black steel pipe. Provide standard U.S. made gas stops where required.
  - a. GAS STOPS: Provide standard U.S. made gas stops where required.
- 4. WATER HEATER shall be a standard US made 30 or 40 gallon minimum and carry a 5 year tank warranty. A temperature and pressure relief valve shall be installed and properly drained. Provide Homeowner with manufacturer's warranty paperwork.
- 5. EXISTING PLUMBING FIXTURES which are to remain, shall be placed in good working order. All missing or damaged trim shall be replaced with new trim of same design or the entire set shall be replaced.
  - a. TRIM: Trim shall be chrome plated.
  - b. VALVES: Supplies to each water closet shall be provided with stop valves to permit removal without shutting off service.
- 6. NEW BATHROOM FIXTURES shall be as follows:
  - a. WATER CLOSET: Only standard US made brand is acceptable and shall include a two (2) piece close coupled white, vitreous china, water saving commode (gallons per flush to current code). Includes pressed wood toilet seat, supply line, shut-off valve and one (1) bowl wax ring.

- b. LAVATORY: Unit shall include a 18" or 24" vanity (if space allows) complete with wood cabinet or equal, with cultured marble top, supply risers, shut-off valves and all necessary hardware. Faucet shall be Moen or equal dual control, or single lever.
  - c. BATH TUB: Tub shall be a 5' white enameled steel/fiberglass tub complete with a lever operated pop-up drain and overflow, PVC waste, a Moen or equal single lever shower diverter and a water saver showerhead.
7. KITCHEN SINK shall be a stainless steel 33 x 22 double bowl counter top sink, with a minimum depth of 7", and includes a Moen or equal single lever water saver faucet with strainers and traps, service valves and supply lines.
8. SHOWER PAN shall be installed as per manufacturer's instructions and have a City inspection.

## **HVAC**

*All Mechanical equipment and installation processes must comply with current City codes and State Energy Codes.*

## **ROOF**

1. ROOFING shall be done in accordance with the manufacturer's recommendations and installed in such a manner, with proper flashing and all other necessary components to prevent leaks of any kind. When decking is replaced, DPCD inspection is mandatory. Provide Homeowner with all applicable manufacturer's warranty paperwork. 25 year on material and 5 year on labor.
- a. GENERAL: Unless otherwise specified, all old roof coverings, including felt, whether composition, wood, or built-up, shall be removed before installation of new roof. All rotted or missing sheathing, overhang, rafter ends and fascia shall be replaced. There shall be no voids or obstructions and all holes shall be patched with metal.
  - b. BRACING: Sufficient bracing shall be installed to strengthen the roof and to bring the framing to code.
  - c. DECKING: Repair by replacing defective sheathing boards, leaving new deck surface smooth and clean, and adequately secured to structural members. Nails to be 8D common or box for shiplap, and 6D common or box nails for plywood sheathing, 6" o.c. along all edges and 1 2" o.c. along intermediate members for plywood. Plywood is to be

sheathing grade no less than 1/2" in thickness with aluminum clips or 1 x 4 shingle strip blocking.

- d. GUTTER AND DOWNSPOUT: Shall be of seamless galvanized metal or aluminum properly hung and shall have a "splash block" under each downspout.
  - e. FLASHING AND VALLEY MATERIAL: All flashing and valley material shall be 26 gauge galvanized iron. Valley tin shall be a minimum of 20" wide, 10" each side centered.
2. NEW BUILT-UP ROOF shall be installed as follows: Nail one (1) ply of 30# felt; mop two (2) plies of 15# felt. Apply hot mopped tar and gravel, properly spaced to create a uniform and durable roof. Aggregate shall be 1/4" crushed limestone.
  3. SHINGLES shall be self-sealing **25 year warranty** fiberglass/asphalt strip shingles, and must comply with Federal Specifications and be installed to manufacturer's specifications.
  4. STOOP ROOFS are to be constructed of such material as to conform to existing roof, and shall have all necessary structural members required to form a structurally sound unit.

## FOUNDATION

1. LEVELING grades shall be established from existing concrete or masonry structures, when feasible. Bottom of sill shall maintain a minimum of 12" above existing grade at lowest point. Leveling cannot be exact when any of the following conditions exist:
    - The framing is racked, out of plumb
    - The sill/floor joists are warped and crowned
    - The structure is multi-addition at multi-levels
    - The structure is/was a porch, slanted for drainage
- \*NOTE: Foundation repairs must be accomplished in such a manner as to be permanent and must be completed prior to the start of any other work unless approved by DPCD.**
2. SOIL CONDITIONS will determine the length of time the concrete footings shall be allowed to set. When the bearing soil is dry, the concrete footing must set three (3) days before the weight of the house is placed on the foundation. When wet conditions exist, or occur, the soil shall be allowed to dry to accept the bearing load.
  3. CONCRETE shall have a compressive strength of 2500# PSI in 28 days. This standard requires the following mix:
    - One (1) part Portland cement
    - Two (2) parts sand
    - Three (3) parts of coarse aggregate

4. SLUMP shall be no greater than 6". This standard requires no more than (five) 5 gallons of water per sack of cement. The concrete shall be poured to within 6" of the existing grade, a minimum of 18" in diameter, 24" deep.
5. POSTS
  - a. CEDAR posts shall be cedar, a species with natural resistance to decay, or treated wood 6" x 6" minimum. For one story structure, the posts shall be spaced at intervals beneath the bearing sills (per city code), at corners, and at sill splices. The spacing for two story structures may be reduced (per city code) and the depth of the holes increased to 30". Piers shall have a minimum of 6" of concrete for footing with 6 x 6 #10 wire mesh installed at bottom of footing according to City Building Code. Call for City inspection before pouring.
  - b. CONCRETE piers to be a minimum of 10" SONO TUBE type. Hole depth, diameter and pad specs to be the same as cedar posts. Install proper size reinforcement bar evenly spaced within the pier and securely attached to the sill. After posts are cured, remove SONO TUBE wrapping completely and install galvanized termite shield(s).
6. LOAD BEARING SILLS shall be double 2 x 6 #2 grade or better pressure treated yellow pine or 4 x 6 pressure treated yellow pine. Where the height of the sill bottom is 3' or higher above ground level, cross bracing shall be installed. Braces shall be 2 x 6 of #3 grade lumber or better.
7. NEW FLOOR JOISTS shall be a minimum of #2 grade lumber installed with crown up.
8. UNDERPINNING shall be constructed of conforming material with 12" 22 gauge galvanized flashing with at least 2" overlap on bottom of skirt and extending 6" into the ground. When stucco underpinning is specified, it shall extend a minimum of 6" into existing soil.
  - a. MORTAR: All mortar applications shall consist of one (1) part of Portland cement to not less than 3 nor more than 5 parts of damp, loose aggregate by volume. Hydrate lime may be used but shall not exceed 10% by weight nor more than 25 % by volume of the cement used.
  - b. TEMPERATURE: The temperature of the surrounding air shall not be less than 40° F during application and for at least 48 hours thereafter.
  - c. SURFACES: Surfaces to receive stucco finish shall be covered with 2.5# per square yard metal lath lapped at end and sides a minimum 1", and wired 6" o.c. vertically to 3/8" rods or 3/4" metal tube spaced not over 24" o.c. for underpinning. Tie wire to be minimum 18 gauge wire.
  - d. APPLICATION: Apply in 2 or 3 coats; the final coat shall not be applied sooner than one (1) day after the preceding coat. Before applying the final coat, the surface shall be dampened evenly to obtain uniform suction. Minimum thickness of 1".

- e. UNDERPINNING TRENCH: To ensure proper drainage, the underpinning trench shall be filled with dirt and sloped around perimeter of foundation to divert water runoff away from foundation.
9. CREEPHOLE DOOR shall be hinged and constructed of such material as to conform to foundation skirt and shall be of adequate size for entrance to crawl space, minimum size 24"W x 18"H. Install eyehook latch to secure creep hole door. When covered by dirt, the creep hole door must be flashed.
10. FOUNDATION VENTS shall be heavy duty metal and screened with 18/16-mesh screen wire cloth and shall be properly spaced to provide ventilation under the structure to current code.
11. WATER TABLE shall be 1 "or 2" dimension lumber of #1 grade pressure treated, beveled at 15° and nailed with galvanized nails, or a manufactured metal water table nailed with galvanized nails.

### PORCHES

1. REMOVAL shall be done in such a manner as to cause a minimum amount of damage to the remaining structure. Adequate bracing and strengthening shall be done as necessary for the main structure after removal.
2. WOODEN FLOORING shall be of tongue and groove type #2 pine minimum. Treated material can also be used and when required will be indicated in the Description of Work.
3. CONCRETE TOPPING shall be a minimum of 3" unless otherwise specified. When new concrete is to be placed on old concrete, the old concrete must be roughened and cleaned thoroughly. Old concrete shall be chipped with a chipping hammer to expose a new surface for satisfactory bonding. Old concrete should be moistened thoroughly and bonding agent applied before new concrete is placed on it. Where concrete has been dried out, it is necessary to saturate it for several days. There shall be no pools of water, when new concrete is placed. New concrete shall be 2500# PSI, pea gravel mix and shall have 6" x 6" - #6 gauge concrete reinforcement wire to cover the entire area. New concrete shall be well worked into the irregularities of the old area.
4. COLD ROLLED STEEL COLUMNS shall be 1 1/8" square tubing with support brackets welded top and bottom. Metal scrolls welded for stiffener and design shall be continuous length from floor to bearing beam.
5. WOOD COLUMNS shall be a minimum of 4" x 6" dimension and shall extend from porch floor continuously to bearing beam. Wood columns shall be treated wood posts or of a species that has a natural resistance to decay.
6. CONCRETE PORCH AND STEPS shall have a compressive strength at 28 days of at least 2500# PSI. Concrete will be poured when temperature is at 40° F, or above and rising. Shall be reinforced with minimum 6" x 6" #6 gauge wire mesh and two #6 reinforcing bars in concrete beam. If steps are called for, they are to be poured at the same time. Steps shall contain 3/8" steel rods

and have a rise of no more than 7" and a tread of not less than 11 ". Install metal flashing total height of porch, between porch and existing structure.

7. WOOD STEPS shall have 2" x 12" or double 2" x 6" treads and should be kerfed on back side. Width of steps shall be no less than 3', rise shall be no more than 7" and tread shall be no less than 11 ". Wood shall be treated. Stringers shall rest on a 4" thick concrete pad reinforced with 6" x 6" - #10 gauge wire mesh. Pad to extend out 6" in width wider than stringers and 12" out in front of first step.
8. PRECAST CONCRETE STEPS AND LANDINGS will be permitted. These units are to be installed over a 3" gravel bed and be level after installation.
9. HANDRAILS shall be 13 gauge steel, attached so as to withstand 250# pressure for 5 minutes. All metal handrails shall have a metal primer, one coat, if painting is not called for in Description of Work.

### **WALKS AND DRIVES**

1. WALKS shall be reinforced with 6" x 6" X 10 gauge wire mesh minimum thickness of 4". Concrete shall have a compressive strength at 28 days of at least 2500# PSI. Concrete will be deposited when temperature is at 40° F, or above and rising.
2. DRIVEWAYS shall be reinforced with 6" x 6" gauge wire mesh minimum thickness of 4" with expansion joint material placed at maximum of 30', not to exceed 300 square feet in one block. Concrete shall have a compressive strength at 28 days of at least 2500# PSI. Concrete will be deposited when temperature is at 40° F, or above and rising.
3. SUBGRADE shall be well drained, uniformly graded and compacted to prevent harmful differential settlement. (Sand base shall be installed.)
4. BITUMINOUS PAVEMENT base shall be of crushed stone, gravel, or other appropriate, durable road materials, properly compacted. Minimum compacted thickness 4". Wearing surface shall be bituminous concrete.

### **EXTERIOR WALLS**

1. STUDS shall be a stud grade 2" x 4" with maximum of 16" o.c., or conform to existing wall framing, whichever is less.
2. SIDING shall be installed according to manufacturer's specifications. Use #15 felt paper applied to studs. Galvanized staples or nails shall be used, 6D or 8D.
  - a. CEMENT FIBER BOARD SIDING: Replacement shall be of conforming pattern, type, and color, installed per manufacturer's instructions.

- b. PLYWOOD SIDING shall be minimum ½" Texture 1-11 or IVY League, Douglas Fir, Western Red Cedar or Southern Yellow Pine for flat panels only. All joints shall fall on center of framing members. If it is necessary to make a joint that has been field cut and the ship lap joint removed, use a butt joint; butter edges with caulking and bring to light contact. Do not force or spring panels into place. Leave a slight space where siding butts against windows or door trim and caulk.
- c. LAP SIDING: Start application by fastening a wood starter strip (3/8" X 1 3/8") along the bottom edge of the sill. Level and install the first course of siding so that the bottom edge is at least 1/8" below the starter strip, fasten siding by nailing 3/4" up from drip edge of siding. Butt joints should occur only at stud locations. Factory primed or field primed ends should be used for all vertical butt joints which will not be covered. Adjacent siding pieces should just touch at butt joints or preferably, a 1/16 " space may be left and filled with caulking. Never force or spring into place. Install subsequent siding courses using a minimum overlap of 1 ". Use 6D or 8D galvanized exterior nails only.

2. MASONRY work shall not be done when the temperature of the surrounding air is below 40°F.  
Where

brick is installed, there shall be a continuous reinforced concrete grade beam with proper footing. All joint shall be properly tooled and left in a clean condition. Building face brick shall be of gas-fired solid clay or shale units.

- a. MORTAR: Shall consist of one part masonry cement (Portland or equal) to 2 1/2 to 3 parts clean washed sand.
- b. JOINTS: Completely fill joints with mortar.
- c. BRICK, STONE OR BLOCK: Owner or DPCD shall approve Samples of brick, stone or block before starting the work, unless the work is to be painted or covered. Soft salmon type brick is unallowable.
- d. TUCK POINTING: Only after the joints have been raked out to a minimum depth of 1/2" and wetted shall tuck pointing be accomplished.
- e. DAMAGED, LOOSE OR SALMON BRICK: All damaged, loose or salmon brick in area to be rebuilt must be removed until sound brick work is encountered.
- f. NEW BRICK PATCHES: Tooth new brick patches into existing work. Brick patches shall match the existing work in size, joints, and bond.
- g. VENEER BRICK: Tie veneer brick to frame wall with galvanized wall ties on every third course, 32" o.c. or every fourth course 24" o.c.

4. VINYL/ALUMINUM SIDING shall be installed in accordance with the Manufacturer's recommendations.

5. EXTERIOR TRIM shall be of #1 grade wood. This includes corner boards, frieze boards, fascia boards, and other molding.

## WINDOWS

1. WOOD units shall be accredited by the American National Standards Institute and will conform to FHA and HUD standards. When wood windows are specified for use, they will be referenced in the Description of Work by brand name. All windows to be fully insulated and sealed between frame and structure. Windows to be installed per manufacturer's specifications and to the most current IRC and IECC standards.
2. ALUMINUM units shall conform to the current Energy Code and the 2006 IECC and be constructed of proper gauge extruded aluminum sections. Exposed surfaces of all aluminum members shall be extruded of first class finish material with no serious defects or blemishes. All joints shall be neatly fitted, secure, and made watertight. Operating sashes are to be properly weather stripped to minimize entrance of air and moisture. Windows shall be standard US made with half screens.
3. WOOD WINDOW SCREENS shall be constructed of 3/4" material. Header and sides shall be minimum of 2" in width; base shall be minimum of 3" in width; and shall be properly doweled at joints and screen wire shall be 1 8/10 mesh aluminum wire or nylon mesh. Aluminum screens shall be of standard design and construction with a minimum cross rail and frame width of 1 1/2" and thickness of 7/16" and wired with 1 8/16 mesh aluminum wire. When replacing wood or aluminum full screens, the replacement unit shall conform to existing window size.
4. GLAZING COMPOUNDS shall be of a good grade latex and applied according to manufacturer's specifications, and shall conform with usage. Surfaces shall be properly prepared by removal of all cracked or otherwise unsound glazing material. Proper holding devices will be installed.
5. WINDOW GLASS shall be replaced with minimum of DSB glass. It is the Contractor's responsibility to verify use of safety glass for each application.
6. WINDOW SILLS AND TRIM shall be of #1 grade Pine, and shall be made to join neatly with the window jamb and structure. Treated materials may be used.
7. CUSTOM WINDOWS may be required due to noise attenuation and will be specified in the Description of Work by brand name. No substitutions will be allowed since these windows are required to reduce the interior noise level of the structure, as required by HUD.

## DOORS

1. EXTERIOR DOORS shall be solid core wood or steel insulated paneled with a minimum thickness of 1 3/4" with three (3) 4" X 4" butt hinges. All exterior doors shall have rolled-vinyl weather stripping with aluminum channel backing. Includes new locksets. Threshold to be sized accordingly to accept storm or screen door. All doors to be fully insulated between jamb and

framing members. Windows to be installed per manufacturer's specifications and to the most current IRC and IECC standards.

2. INTERIOR DOORS shall be paneled hollow core with a minimum thickness of 1 3/8" with two (2) 3 1/2" X 3 1/2" butt hinges and passage locks.
3. CASINGS shall be of 1 1/2" material with properly plowed jamb to receive either 1 3/4" or 1 3/8" doors.
4. THRESHOLD shall be of proper height and width for the particular opening, and a tight seal shall be created by this installation. If storm or screen door is installed, the threshold will be sized properly to complete a tight seal between sweep and threshold.
5. ALUMINUM SCREEN DOORS shall be extruded construction with a minimum thickness of 1", extruded push bar, kick plates, and shall be furnished with 1 8/16 mesh aluminum screen wire.
6. WOODEN SCREEN DOORS shall be of select preservative treated Western Ponderosa Pine with dowel joint construction and furnished with 1 8/16 mesh aluminum screen wire, with a minimum thickness 1 1/8". Screen Doors shall be standard US made with all hardware including two (2) adjustable spring-loaded hinges.
7. STORM DOORS shall be as per DOW and shall be accredited by the American National Standards Institute.

#### **FINISH HARDWARE**

1. EXTERIOR DOOR LOCKS shall be A-1 and shall be properly installed with key in knob, standard US made brand only. Where more than one new lock is installed to the exterior of building, these locks shall be keyed alike. All exterior door butts shall be minimum of 4" x 4" in size with minimum of 3 butts to each door. If storm or screen doors are installed, insure that the locking mechanisms do not conflict or come in contact with each other.
2. INTERIOR DOOR LOCKS shall be standard US made brand only, and shall match the existing locks as nearly as possible. All interior door butts shall be minimum 3 1/2" x 3 1/2" in size with a minimum of 2 butts to each door.
3. CABINET HARDWARE shall all be polished, finished material and properly fitted as required for the particular use.

#### **FIRE RESISTIVE CONSTRUCTION**

1. ONE HOUR FIRE RESISTIVE CONSTRUCTION:
  - a. PARTITIONS shall be 2" x 4" studs, spaced 16" o.c., covered with 5/8" gypsum board as listed by Underwriter's Laboratory, Inc., applied to both sides of studs. All joints and nails finished by Perf-A-Tape joint system. The board shall be nailed 7" o.c. with 1 7/8" 6D cement coated common nails.

- b. CEILING shall be 5/8" gypsum board as listed by Underwriter's Laboratory, Inc., applied to ceiling joists. All joists and nails finished by Perf-A-Tape joint system. The Board shall be nailed 6" o.c. with 1 7/8" 6D cement coated common nails.
  - c. OPENINGS shall be protected by 1/4" wire glass in a fixed frame, or a self closing 1 3/8" solid wood door.
  - d. PUBLIC STAIRWAY PROTECTION shall mean a one hour fire resistive partition and the one hour fire doors as specified.
2. TWO HOUR FIRE RESISTIVE BOILER ROOM PROTECTION:
- a. WALLS shall be 8" concrete block set in (1-3) mortar.
  - b. CEILINGs shall be metal lath (3.4 # per square yard) nailed to joists with 1 1/2" barbed roofing nails with 7/16" head 6" o.c. finished with vermiculite or Perlite Plaster with a minimum thickness of 3/4".
3. SKYLITE PROTECTION: Install minimum 12" gauge wire mesh not greater than 1" placed not less than 4", nor more than 10" from the glass it protects.

### **INTERIOR WALLS**

- 1. WALL BOARD shall be tape joint gypsum board carefully fitted and sized prior to nailing in place.
- 2. NAILS shall be driven with their shanks perpendicular to the face of the board and seated below the surface of the board without breaking the paper in accordance with current code
- 3. PERFORATED TAPE MIX shall comply with the recommendations of the manufacturer. A minimum of 55°F shall be maintained in the room where the work is done until the cement is completely dry.
- 4. PERFORATED TAPE shall be applied according to manufacturer's directions.
  - a. OVER JOINTS: The tape shall be imbedded in cement and covered with a thin layer of cement. A second and third coat shall be applied. Each coat shall be dry before applying the next coat. Each coat shall be featheredged and extended beyond the previous coat, approximately 2". The finish coat shall be sanded lightly and any imperfections filled in prior to any painting or decorating.
  - b. OVER NAILS: Check to see that all nails have been driven so that their heads are below the surface of the board, leaving a dimple in the surface without breaking the paper. Cover nails with 3 applications of cement, allowing time to dry between each coat. The final coat shall be sanded lightly before application of paint or other decoration.

- c. INSIDE CORNER: Shall be reinforced with tape imbedded in cement finished as specified "Over Joints".
- d. OUTSIDE CORNER: Shall be protected by wood molding, metal molding, or metal corner reinforcement. Metal corner reinforcement shall be finished as specified "Over Joints", with two coats of cement.
5. TUB RECESS AND WAINSCOT shall be installed as per manufacturer's specifications. Where Masonite or temper tile is used, it shall be installed with metal trim and sealed properly to prevent entrance of moisture. Where ceramic tile is used, it shall be installed with an adhesive recommended by the manufacturer. All wainscot shall be installed a minimum of 4' high (off floor) in all bathrooms, and shall be a minimum of 6' high (off floor) around perimeter of bathtub. Backing shall be metal lath and mortar or Cement based backer board only.

### **PREFINISHED PLYWOOD PANELING**

1. WOOD PANELING shall be applied according to the manufacturer's recommendation with solid backing for all edges and at 16" o.c., or over rigid backing. Wood molding and trim shall match paneling finish. Plastic moldings shall not be used.
2. NAILS with matching color paneling nails with screw thread or annular thread shank or finish nail set and puttied. Length of nail shall be that which will provide at least 1/2" penetration into wood support. Space nails at least 12" o.c. Minimum edge distance 3/8".
3. ADHESIVE may be used as a special fastening when installed in accordance with the manufacturer's direction.

### **MILL WORK**

1. MATERIAL (Grade and Species) shall be of #1 grade wood. Plywood shall be of AD grade or equivalent.
2. MEASUREMENTS AND DIMENSIONS shall all be verified at the job, and the Contractor shall be responsible for any work that does not fit properly.
3. ROUGH CARPENTRY shall be self fitted and nailed and drawn up tight. Finish work shall be finished smooth, free from machine or tool marks, abrasions, raised grain, etc., on exposed surfaces, and shall be machine sanded and hand dressed to a smooth finish. Joints shall be tight and so formed as to conceal shrinkage. Mill assemblies shall be jointed with concealed nails and screws where practical, or with mortise and tenons with glued blocks where practical. All molded members and trim shall be mitered or coped at corners. Nails in exposed work shall be set. Running flat finish shall have kerfed or worked hollow backs and shall be in commercial lengths. Scribing, mitering, and joining shall be done accurately and neatly.
4. KITCHEN CABINETS shall be mill-made wood or better. Contractor may elect to provide, install, and finish custom built units. If contractor chooses to custom build the cabinets, the minimum requirements are: Cabinet grade A/C plywood, doors of solid wood stiles and rails, plywood

panels, 1/2" plywood sides, metal, wood or plastic corner bracing with drawers made of wood or composition material.

5. COUNTER TOP material shall be securely bonded to reinforce steel core or to 3/4" plywood or other equivalent material. Top material shall be phenolic laminate, vinyl plastic cover, ceramic tile, and stainless steel or equivalent material suitable for this use. A backsplash of at least 4" shall be provided when abutting walls. All edges shall be of the same material as cabinet top.

## **FINISH FLOORS**

1. WOODEN floor surfaces shall be properly sanded, filled, sealed, and varnished with two coats of gloss varnish - Bruce Flooring and Finishing products or equivalent. All damaged portions shall be removed and new flooring of the same type and material applied. Sub-flooring, where needed, shall be 3/4" tongue and groove CDX plywood - installed over #15 lb. felt.
2. VINYL COMPOSITION TILE floor coverings shall be a minimum of 1/8" thick. Surfaces shall be properly prepared either by sanding and removing all foreign material from surfaces, filling properly, and cleaned; or by installing an underlayment in a neat and workmanlike manner according to manufacturer's recommendations. Covering shall be installed in a workmanlike manner with mastic materials recommended by manufacturer. Tile shall be commercial grade vinyl composition tile. Contractor must show homeowner a minimum of 5 color samples.
3. UNDERLAYMENT shall be proper sized plywood nailed or stapled 2" o.c. 3/4" from perimeter edge and shower nailed over entire area 6" o.c. using ring shank nails, cement coated nails, or staples. Existing floor shall be re-nailed to prevent loosening or movement of material.
4. CERAMIC TILE FLOORS in the bathroom shall be non-skid floor tile installed on a mortar base with necessary cove base.
5. INLAID LINOLEUM shall be a minimum of 1/16" thick. Surfaces shall be properly prepared either by sanding and removing all foreign material from surfaces, filling properly, and cleaned; or by installing an underlayment in a neat and workmanlike manner according to manufacturer's recommendations. Covering shall be installed in a workmanlike manner with mastic materials recommended by manufacturer. Linoleum shall be FHA Approved. Contractor must show homeowner a minimum of 5 color samples.

## **PAINTING**

*NO LEAD BASE PAINT SHALL BE USED ON ANY HUD FUNDED PROJECT!*

1. PAINT shall be well mixed, shall not settle badly, cake, or thicken in the container, shall be readily broken up with a paddle to smooth consistency and have easy brushing properties. Paint shall be ready mixed except that tinting and thinning may be done at the job. All paint materials shall be delivered in original unopened containers, with labels and tags intact. All materials shall be 100% acrylic and shall be used for the purpose for which it was manufactured.

2. GENERAL REQUIREMENTS - Maintain temperature of rooms where varnish or enamel is being applied at 70°F or more, and at 50°F or more during other interior painting. Exterior painting shall be performed when the air temperature is 55°F or higher and in dry weather. Field painting will not be required on items specified to be completely finished at factory or on aluminum windows. Back prime wood trim with one coat of recommended primer. Allow paint to dry hard between coats (2-5 days). **Protect all work from damage by the use of drop cloths.** Remove paint and stains completely from finished work. Covering shall be complete. When color, stain, dirt or undercoats show through the final coat of paint, the work shall be covered by additional coats until the paint is of uniform color and appearance and coverage is complete. Hardware and accessories, fixtures, and similar items placed prior to painting shall be removed or protected during painting and replaced on completion of painting. Sand interior enamel surfaces lightly between coats.
3. PREPARATION of all surfaces requiring finishing shall be thoroughly cleaned and dry prior to painting. Nail holes, splits, or scratches shall be puttied or spackled smooth after prime coat. **Drop cloths shall be provided and full precautions taken to prevent paint materials from falling on or marring any adjacent surfaces not to be painted.** Knots and pitch streaks shall be covered with orange shellac, aluminum paint, or resin sealer.
4. EXTERIOR WOODWORK shall be **brush applied**, spray painting is **not** allowed. Three coats of paint are required, as follows: first coat shall be exterior primer, second and third coat shall be exterior latex paint. When woodwork is mildewed, Alkyd primer shall be used.
5. EXTERIOR MASONRY surfaces, except face brick, shall receive a minimum of one overcoat of primer and filler as manufactured by a masonry paint company, and a minimum of one coat of acrylic applied in accordance with the manufacturer's recommendations.
6. INTERIOR wood doors, trim, and other finish woodwork shall be painted with two coats of latex enamel (color selected by Owner). Walls and ceilings or all dry wall products shall be painted with two coats of latex base paint (color selected by Owner). Bath and kitchen walls and ceilings shall be painted with two coats of semi-gloss latex. When interiors are mildewed, a Kilz or equal primer shall be used. When exteriors are water stained, Alkyd paint or shellac shall be used to seal stains.
7. CAULKING compound shall be grade 1 latex, or equivalent. Completely seal with caulking compound, joints around frames of doors, windows, or other openings in exterior masonry walls, joints where masonry abuts other exterior surface finishes, and other joints indicated or specified to be caulked.
8. APPLICATION - Work shall be done by skilled mechanics and shall be uniform in appearance, of approved color, smooth and free from runs, sags, skips, and defective brushing. Make edges of paint adjoining other materials or colors sharp and clean without overlapping. **Should workmanship or finish be found defective, proper preparatory work shall be done and additional coats applied as necessary to give a finish in accordance with the specifications.** At completion, touch up and restore finish where damaged or defaced and leave in first class condition.

### **INSULATION**

1. INSULATION shall be installed to manufacturer's instructions. **Extreme care** should be exercised to avoid damage to insulation during installation. Blown cellulosic thermal may be used. (Dry loose cellulosic insulation is made of newsprint and other paper or paperboard scrap and waste.) Insulation shall be extended full thickness over entire surface to be insulated. Cut and fit tightly around obstructions and fill voids with insulation and mastic. Installer or contractor shall furnish certification that insulation and installation (blown, batt or sprayed) is to current code for attics and exterior walls.

### **MISCELLANEOUS**

1. ATTIC VENTS and louvers shall be constructed of either aluminum or wood. They shall be of adequate size for proper ventilation of the structure.
2. MECHANICAL VENTILATORS shall be vented through the roof and shall be covered with a rain proof galvanized metal cap (minimum 16 gauge).
3. CLEAN UP - Remove all debris from premises twice a week and keep work area in a clean and safe condition. Remove excess paint, leave floors, porches, and walks in broom clean condition.
4. RECEIPTS for all building materials shall be provided to DPCD to insure compliance with the General Specifications.

### **HERS (Home Energy Rating System)**

1. LEVEL 1 (30% IMPROVEMENT IN HERS INDEX OR ACHIEVING A POST-CONSTRUCTION HERS RATING OF 85 OR LOWER)
2. LEVEL 2 (50% IMPROVEMENT IN HERS INDEX OR ACHIEVING A POST-CONSTRUCTION HERS RATING OF 70 OR LOWER)
3. CERTIFICATION FROM BUILD SAN ANTONIO GREEN AND OFFICE OF ENVIRONMENTAL POLICY SHALL BE DOCUMENTATION FOR PRE-CONSTRUCTION AND POST-CONSTRUCTION HERS DOCUMENTATION
4. Copy of receipt from HERS Rater

### ***SUPPLEMENTAL SPECIFICATIONS FOR HANDICAPPED MODIFICATIONS***

#### **RAMP**

1. WHEELCHAIR RAMPS shall have a maximum slope of 1 " to 12" and shall be a minimum width of 4'0".

2. HANDRAILS shall be steel with a minimum outside diameter of 1 1/2" with a 1 1/2" clearance. Handrails shall extend 12" beyond the top and bottom of the ramp on both sides of ramp. Handrails shall be installed approximately 32" above ramp tread.
3. NON-SLIP SURFACE shall be provided on all ramps and may either be built of wood or concrete as specified in the Description of Work.

### **KITCHEN CABINETS**

1. When the person who prepares the food for the family is confined to a wheelchair, the kitchen cabinets shall comply with the following:
  - a. COUNTER HEIGHT shall not exceed 34" except at dishwasher, if used.
  - b. TOE SPACE minimum of 6" deep and 8 3/4" high.
  - c. WALL HUNG UPPER CABINETS shall have a bottom shelf a maximum of 50" from the floor.  
All shelves to be adjustable.
  - d. Where space permits and the handicapped person's desires, a 24" x 30" worktable with a maximum height of 30 1/2" may be provided. If the sink is not enclosed, knee space 30" wide and 29" high shall be provided, if required by the handicapped person. Drains shall be trapped as near to the back as possible. Maximum water temperature of 201 F, or all pipes must be insulated.
  - e. VENT HOOD SWITCHES shall be installed in an accessible location for operation of both vent and light.

### **BATHROOM**

**NOTE:** Each bathroom shall meet or be adjustable to meet the following specifications.

1. DOORS shall be a 36" door unit and shall swing out or slide and shall be operable by a single effort.
2. CLEARANCE-A minimum of 5' x 5' clear floor space between opposite cabinets or opposite cabinets and walls shall be provided to allow for wheelchair turns except where 6" depth X 8 3/4" height toe space is provided with entrance door located on one side of this clear floor space.
3. LAVATORY shall be mounted 2' 10" above the floor to the top of the lavatory and drains shall be trapped as near to the wall as possible. The front of the lavatory shall be no less than 22" from

the wall. Lavatories and counter tops, where provided, shall have a 29" clearance and no more than 5" apron. Lavatory shall be Universal Rundle #4648, faucets shall be wrist type Moen #8800, with off-set drain McGuire #1 55WC, to include Truebo Inc. Handi Lav-Guard Insulation kits for p-trap assembly and angle stop assembly. All exposed drain, p-trap, hot side angle stop and supply line shall be insulated.

4. CERAMIC TILE SHOWER STALL shall not be less than 3'4" X 4'6" clear inside and shall not contain curbs. Opening to shower shall be 3' minimum in width. Threshold shall be a maximum of 1/2" LIP. The floor surface shall be non-slip, Carborundum or Grit face tile with a City inspected shower pan and floor drain. The walls shall have 1/2" sheetrock covered with 15 lb. felt applied to wood surfaces with galvanized metal lath applied with galvanized nails, one scratch coat, 3/4" finish setting bed, ceramic tile set in neat cement. (Cement board may be used in place of mud set). Two 1 1/2" O.D. metal hand grab rails will be provided above and parallel to floor on the side and on front wall with 1 1/2" clearance fastened securely at ends and centers properly back blocked to withstand a minimum of a 250# load for 5 minutes. Grab bars shall be 24" long. Water controls shall be single lever, flexible hose with hand-held shower head. Fixed shower head 6'2" above floor, 1/2" chrome plated shower arm and flange, water saving shower head, Moen or equal shower valve, hand shower with 60" flexible hose, 2" outlet shower drain with 6" nickel bronze top.
5. WATER TEMPERATURE for all plumbing fixtures shall not exceed 120°F; or exposed hot water lines and drains shall be fully insulated.
6. WATER SUPPLY CONTROLS shall all be single lever controls for lavatories and tubs.
7. ACCESSORIES:
  - a. When mirrors and shelves are provided, at least one mirror and one shelf shall be placed above lavatories no higher than 40" above the floor, measured from the top of the shelf and the bottom of the mirror.
  - b. Toilet rooms shall have a minimum of one towel rack, one towel bar and one toilet paper holder mounted at a height not to exceed 40" from the floor.
8. CABINETS:
  - a. Medicine cabinets shall have adjustable shelves with top of the cabinets mounted no higher than 6' above the floor.
  - b. Minimum toe space of 8 3/4" in height and 6" in depth shall be provided for cabinets in the toilet room.
9. BATHROOM FLOORS shall be ceramic tile with non-slip floor surface, Grit or Carborundum face tile.

10. TOILET STALL shall have a minimum unobstructed area of 3'0" x 4'8" deep. Each wall shall have a 1 1/2" O.D. metal handrail, 33" high installed parallel to the floor, anchored at ends and center to withstand 250# load for 5 minutes with 1 1/2" clearance and proper back blocking for installation of supports for rails. Toilet seat shall be a minimum of 19" from the floor.
11. HANDICAPPED TOILET shall be a Universal Rundle, American Standard or equal, white VC with Bemis seat, with one 4" CB floor flange with bolts, nuts, and washers, one bowl wax ring, one chrome plated stop and supply.
12. TUB - Where used, tub shall have a non-slip surface on bottom and 1 1/2" O.D. metal handrails at back and at one end of tub. Handrails shall be parallel to the bottom of the tub and anchored at ends and centers to withstand 250# load with proper backing for the installation of supports for rails. **All** water controls shall be single lever, flexible hose with hand held shower head.
13. GRAB BARS shall meet current ADA specifications.

### **MISCELLANEOUS**

1. WINDOW STOOL HEIGHTS shall not exceed 30" above the floor, except in bathrooms and kitchens.
2. ELECTRICAL WALL OUTLETS shall all be mounted to current code, except to meet special requirements in kitchen and bathroom areas.
3. DOORWAYS in the entire house shall have a minimum clearance of 36" (3'0" door units).
4. HALLS shall have a minimum clearance of 3'6".
5. SMOKE DETECTOR shall be FHA Approved and shall be installed on all handicapped rehabilitation jobs.