

# **ON-CALL LEAD ABATEMENT CONTRACTOR AGREEMENT**

## **PROJECT NAME: TEXAS CERTIFIED LEAD ABATEMENT CONTRACTOR SERVICES**

This ON-CALL LEAD ABATEMENT CONTRACTOR AGREEMENT (this “*CONTRACT*”), effective as of April 15th, 2025 (the “*Effective Date*”) is hereby made and entered into by and between CITY OF SAN ANTONIO, a Texas municipal corporation (“*CITY*”) and TLI & ENVIRONMENTAL SERVICES, INC., a Texas corporation (“*CONTRACTOR*”), pursuant to Ordinance No. 2025-04-10-\_\_\_\_\_, dated April 10, 2025 (the “*Ordinance*”). CITY and CONTRACTOR are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*”.

### **RECITALS**

**WHEREAS**, pursuant to and in accordance with the aforementioned Ordinance, CITY wishes to engage a pool of up to six (6) lead abatement contractors licensed by the Texas Department of State Health Services (collectively, the “*STANDBY CONTRACTORS*”) to provide on-call, as-requested, lead abatement and environmental remediation construction services in connection with the housing programs administered by the Department of Neighborhood and Housing Services (the “*Services*”); and

**WHEREAS**, pursuant to and in accordance with the Ordinance, CITY has allocated the aggregate sum of Six Million, Five Hundred Thousand and No/100 Dollars (\$6,500,000.00) (the “*AGGREGATE CONTRACT AMOUNT*”) to pay the STANDBY CONTRACTORS for the Services rendered during the term of this CONTRACT;

**WHEREAS**, funding for payment of the services provided under this CONTRACT comes from the United States Department of Housing and Urban Development’s Lead Hazard Reduction Demonstration Grant program (“*LHRDG*”), Community Development Block Grant program (“*CDBG*”), and HOME Investment Partnerships program (“*HOME*”), as well as the City’s General Fund and 2022-2027 Housing Bond; and

**WHEREAS**, CITY will assign projects on a rotating basis to each of the STANDBY CONTRACTORS, subject to availability of the contractor, timeliness concerns, quality of prior or existing services, or any other reason, in CITY’s sole discretion, that may warrant departure from the sequence of rotating schedule; and

**WHEREAS**, none of the STANDBY CONTRACTORS are guaranteed a minimum amount of work or any compensation hereunder by virtue of being placed in the pool of STANDBY CONTRACTORS; and

**WHEREAS**, CONTRACTOR applied to be one of the STANDBY CONTRACTORS and has represented to CITY that it possesses the necessary qualifications, skills, experience, licenses and certifications to perform the Services and is willing to serve as an on-call contractor when and as requested by CITY; and

**WHEREAS**, CITY has approved CONTRACTOR's application to be a STANDBY CONTRACTOR and, subject to the terms hereof, has placed CONTRACTOR in the pool of STANDBY CONTRACTORS to provide the Services when and as requested by CITY.

**NOW THEREFORE**, the parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

## **ARTICLE I DEFINITIONS**

1.1 Definitions. For purposes of this CONTRACT, in addition to the definitions and references set elsewhere in this CONTRACT, the following terms shall have the meanings ascribed to them below:

***"Abatement"*** means permanently eliminating environmental hazards, through removal, component replacement, encapsulation, and enclosure.

***"Business Day"*** means every day of the week, except all Saturdays, Sundays, and those scheduled holidays officially adopted and approved by City Council for its employees.

***"Clearance"*** means an activity conducted following environmental hazard reduction activities to determine that the environmental hazard reduction activities are complete.

***"Days"*** shall mean calendar days.

***"Environmental Law"*** means any federal, state, or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the property upon which Services under this CONTRACT are performed.

***"Force Majeure"*** means any event beyond the control of a party and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent that event or circumstance, including, without limitation, acts of God; fire; flood; storm; earthquake; accident; war; rebellion; insurrection; riot; order of any kind of any governmental authority, including without limitation any civil or military authority; epidemics; pandemics; restraint of government and people; or invasion.

***"Governmental Authority"*** means any and all courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, or otherwise), whether now or hereafter in existence.

***"Hazardous Materials"*** means any flammables, explosives, radioactive materials, asbestos, petroleum products, or other hazardous waste, including, without limitation, substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in any Environmental Law.

***“Homeowner”*** means the owner(s) of the land and improvements in, on, or at which the CONTRACTOR will perform Work pursuant to this CONTRACT.

***“Interim Control and Standard Treatment”*** includes addressing friction and impact surfaces, creating smooth and cleanable surfaces, paint stabilization, and sodding of bare soil.

***“Lead Hazard Evaluation”*** means a risk assessment, a comprehensive lead inspection or a combination of these activities to determine the presence of lead-based paint hazards or lead-based paint in compliance with Residential Lead-Based Paint Hazard Reduction Act of 1992 – Title X and 24 CFR Part 35.

***“Lead Hazard Reduction”*** means activities designed to reduce or eliminate exposure to lead-based paint hazards through methods including interim controls or abatement.

***“Legal Requirements”*** means (A) any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates, or ordinances of any Governmental Authority in any way applicable to CONTRACTOR, the aforementioned grants, or the Property, including, without limitation, the ownership, use, construction, rehabilitation, development, occupancy, possession, operation, maintenance, alteration, repair, or reconstruction thereof; (B) any and all covenants, conditions, and restrictions contained in any deed or other form of conveyance or in any other instrument of any nature that relate in any way or are applicable to the Property or the ownership, use, construction, occupancy, possession, operation, maintenance, alteration, repair, or reconstruction thereof; (C) CONTRACTOR’s presently or subsequently effective bylaws, certificate of formation, or partnership, limited partnership, joint venturer, trust or other form of business association agreement; (D) any and all leases related to the Property; and (E) other contracts, whether written or oral, of any nature to which CONTRACTOR may be bound and that relate in any way to the Property or the Project.

***“Occupant Protection Plan”*** means the measures and management procedures that will be taken during the lead hazard control activities to protect the occupants of the property from exposure to any lead-based paint hazards.

***“Property”*** means the land and improvements owned by the Homeowner, and in, on or at which the CONTRACTOR will perform the Work (defined below) pursuant to this CONTRACT.

***“Specifications”*** means any plans, designs, drawings, descriptions, or written course of action approved by CITY and prepared by the lead consultant assigned to the Property for the abatement of lead based paint hazards at such Property, together with any changes approved by the CONTRACTOR, the Homeowner and CITY, and all materials and equipment incorporated or to be incorporated in the Property during the course of such lead-based paint hazard abatement.

***“Work”*** means all labor necessary to complete the lead-based paint hazard control work at, in, or on each Property in strict accordance with the Specifications, and all materials and

equipment incorporated or to be incorporated in the Property during the course of such lead-based paint hazard control work.

## **ARTICLE II TERM**

2.1 Unless renewed and extended pursuant to Section 2.2 or earlier terminated pursuant to pursuant to Article XXX, this CONTRACT shall commence on the Effective Date and shall terminate on the earlier of i) **April 15th, 2027**, or ii) expiration of all aggregate funding allotted for this pool of STANDBY CONTRACTORS pursuant to the Ordinance.

2.2 CITY may, in CITY's sole and absolute discretion, unilaterally elect to renew and extend the CONTRACT for up to three (3) additional one (1) year extensions on the same terms provided herein. CITY may elect to exercise each option to renew and extend at any time, subject only to and contingent upon the availability and appropriation of funding by City Council for that renewal period. Each one (1) year renewal and extension period shall commence on the effective date of the amendment pursuant to Section 31.1.

2.3 Funding under this CONTRACT and any amendments or waivers that may be granted hereunder shall not be automatically renewed. CONTRACTOR will notify CITY in writing to request an extension of this CONTRACT prior to its termination date; however, CONTRACTOR understands CITY is under no obligation to extend the term of this CONTRACT.

## **ARTICLE III RESPONSIBILITIES**

3.1 CONTRACTOR hereby accepts responsibility for the performance, in a satisfactory and efficient manner as solely determined by CITY, of all services and activities set forth in this CONTRACT. All work performed by CONTRACTOR hereunder shall be performed to the satisfaction of the Director (the "**Director**") of the Neighborhood and Housing Services Department ("**NHSD**"). The determination made by the Director shall be final, binding and conclusive on all parties hereto. CITY shall have no obligation to pay for any work performed by CONTRACTOR which is not satisfactory to the Director. CITY shall have the right to terminate this CONTRACT, in accordance with Article XXX, in whole or in part, should CONTRACTOR's work not be satisfactory to Director; however, CITY shall have no obligation to terminate and instead may elect to withhold payment for any unsatisfactory work. Should CITY elect to terminate, it will do so in accordance with the provisions of this CONTRACT.

3.2 Unless written notification by CONTRACTOR to the contrary is received and approved by CITY, CONTRACTOR's President shall be CONTRACTOR's designated representative responsible for the management of all contractual matters pertaining to this CONTRACT. CITY's Director of Neighborhood and Housing Services Department ("**NHSD**") or her designee shall be CITY's representative responsible for the administration of this CONTRACT. Communications to CITY and CONTRACTOR shall be directed to each of their respective designated representatives as set forth in this Section 3.2.

**ARTICLE IV**  
**COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

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4.1 CONTRACTOR understands that funds provided to it pursuant to this CONTRACT are funds which have been made available to CITY by the federal government and with other specific assurances made and executed by CITY. Therefore, CONTRACTOR agrees and acknowledges that it will comply with all applicable LHRDG, CDBG, HOME, OHSA, EPA and Texas Environmental Lead Reduction Rules and regulations in the performance of this contract, and all other applicable Legal Requirements, including, but not limited to, the following:

- (A) Copeland “Anti-Kickback” Act, 40 U.S.C. § 3145, which governs the deductions from paychecks which are allowable and makes it a criminal offense to induce anyone employed on a federally assisted project to relinquish any compensation to which he/she is entitled, and requires all contractors to submit weekly payrolls and statements of compliance;
- (B) *Reserved.*
- (C) Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701 et seq., which provides that mechanics and laborers employed on federally assisted construction jobs are paid time and one-half for work in excess of 40 hours per week, and provides for the payment of liquidated damages where violations occur. This act also addresses safe and healthy working conditions.
- (D) Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, which requires that CONTRACTOR sign and submit an anti-lobbying certification and that subcontractors that apply or bid for an award exceeding One Hundred Thousand and 00/100 Dollars (\$100,000.00) file the same certification;
- (E) Chapter 2258 of the Texas Government Code and CITY Ordinance 2008-11-20-1045, Wage and Hour Labor Standard Provisions, as set forth below:
  - (i) CONTRACTOR shall provide the CITY with sufficient documentation to verify that the provisions of Chapter 2258 of the Texas Government Code, and Ordinance 2008-11-20-1045 are met, and CONTRACTOR understands and acknowledges that CITY may request periodic reports or support to ensure adherence to prevailing wage rates provisions;
  - (ii) If, as a result of CITY’s review, CITY finds any violations, CONTRACTOR shall forfeit as a penalty to CITY sixty dollars (\$60.00) for each laborer, workman, or mechanic employed, for each calendar day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any Work done under this CONTRACT, by CONTRACTOR or any subcontractor; and
  - (iii) CONTRACTOR understands and agrees that the establishment of

prevailing wage rates pursuant to Ordinance 2008-11-20-1045 shall not be construed to relieve CONTRACTOR, CONTRACTOR's subcontractor or any subcontractor from their obligation under any federal or state law regarding the wages to be paid to or hours worked by laborers, workmen or mechanics insofar as applicable to the Work to be performed hereunder;

- (F) 24 C.F.R. § 570.604, *Environmental standards*;
- (G) 24 C.F.R. § 570.602, *Section 109 of Title I of the Community and Housing Development Act of 1974*, which prohibits discrimination or exclusion of benefits in any program or activity funded in whole or in part with federal funds, and also incorporates the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1974;
- (H) 24 C.F.R. § 570.608, *Lead-based paint*, which incorporates the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §§ 4821-4846, the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. §§ 4851-4856, and the applicable implementing regulations;
- (I) 24 C.F.R. § 570.611, *Conflict of interest*, which provides that no persons who exercise or have exercised any functions or responsibilities with respect to federal funded activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a federal-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a federal-assisted activity, or with respect to the proceeds of the federal-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter;
- (J) 24 C.F.R. § 570.614, which requires compliance with the Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151-4157, and with the Americans with Disabilities Act (the "ADA"), 42 U.S.C. § 12131, 47 U.S.C. §§ 155, 201, 218, and 225;
- (K) Title I and V of the Americans with Disabilities Act of 1990, as amended, which prohibit employment discrimination against qualified individuals with disabilities in the private sector, and in state and local governments;
- (L) Subject to 24 C.F.R. § 570.702, the provisions of 2 C.F.R. Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*;
- (M) 2 C.F.R. Part 2424, which prohibits the use of HUD funds either directly or indirectly to engage any contractor during any period of debarment, suspension or placement in ineligibility status. CONTRACTOR shall check all employees, subcontractors and lower-tier contractors against the excluded parties list

maintained on the Federal System for Award Management;

- (N) Title VI of the Civil Rights Act of 1964 and the implementing regulations issued in 24 C.F.R. Part 1, as related to non-discrimination in federally-assisted programs;
- (O) Title VII of the Civil Rights Act of 1964, which prohibits employment discrimination based on race, color, religion, sex, or national origin;
- (P) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act);
- (Q) National Historic Preservation Act of 1966, as amended, 16 U.S.C. § 470, and the implementing regulations at 36 C.F.R. Part 800;
- (R) Equal Pay Act of 1963, which protects men and women who perform substantially equal work in the same establishment from sex-based wage discrimination;
- (S) Age Discrimination in Employment Act of 1967, which protects individuals who are forty (40) years of age or older from discrimination in employment;
- (T) Clean Air Act, 42 U.S.C. § 7401 *et seq.*, and Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*, and CONTRACTOR further agrees to report each violation to CITY and understands that CITY will, in turn, report each violation to HUD and the appropriate EPA Regional Office;
- (U) CONTRACTOR and its subcontractors shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of items designated in Subpart B of 40 C.F.R. Part 247;
- (V) Drug-Free Workplace Act of 1988, 41 U.S.C. § 701, *et seq.*, and the implementing regulations at 2 C.F.R. Part 2429;
- (W) CONTRACTOR hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.



- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."
- (X) The federal regulations as promulgated in the Section 3 clause of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u ("Section 3"), including the implementing regulations set forth in 24 C.F.R. Part 75, and if requested by CITY, CONTRACTOR shall provide CITY with the information requested in the Section 3 Utilization Plan, which is available from the CITY, and provide the reporting data stated therein.
  - (i) CONTRACTOR agrees to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3. As evidenced by CONTRACTOR's execution of this CONTRACT, CONTRACTOR certifies that CONTRACTOR is under no contractual or other impediment that would prevent it from complying with the Section 3 requirements, as applicable.
  - (ii) CONTRACTOR shall assure that all contractors and subcontractors receiving funds in connection with the Services performed under this CONTRACT are familiar with, and comply with, any and all applicable rules and regulations as required by the Section 3 requirements and shall include any applicable Section 3 requirements as a part of every contract awarded in connection with the Services performed under the CONTRACT.
- (Y) 2 C.F.R. § 200.321, *Contracting with small and minority businesses, women's*

*business enterprises, veteran-owned businesses, and labor surplus area firms, by taking all necessary affirmative steps to assure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible; such consideration means:*

- (i) These business types are included on solicitation lists;
  - (ii) These business types are solicited whenever they are deemed as eligible potential sources;
  - (iii) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
  - (iv) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
  - (v) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - (vi) Requiring a contractor under a Federal award to apply this section to subcontracts.
- (Z) CONTRACTOR agrees to comply with City of San Antonio Ordinance No. 2023-08-31-0585, *Heat Illness Prevention Requirements*.

4.2 CONTRACTOR understands that said requirements in Section 4.1 are summaries and are intended only as such and are in no way are meant to constitute a complete compilation of all duties imposed upon CONTRACTOR by law or administrative ruling, or to narrow the standards which CONTRACTOR must follow. CONTRACTOR must at all times remain in compliance with the requirements set out in Section 4.1 above, and shall observe and comply with all other applicable legal requirements.

4.3 CONTRACTOR assures that all subcontractors receiving funds in connection with the services performed hereunder are familiar with, and shall comply with, any and all applicable rules and regulations as contained in Section 4.1 and that CONTRACTOR shall include Section 4.1 as part of every contract awarded in connection with the Project. Notwithstanding this provision, CONTRACTOR may not subcontract any Services to be performed under the CONTRACT with the prior written approval of the CITY.

4.4 CONTRACTOR shall observe and comply with all city, state and federal laws, rules, regulations ordinances and codes affecting CONTRACTOR's operations pursuant to this CONTRACT.

**ARTICLE V  
RESERVED**

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**ARTICLE VI  
LEGAL AUTHORITY**

6.1 CONTRACTOR represents, warrants, assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution, or action passed or taken, to enter into this CONTRACT and to perform the responsibilities herein required.

6.2 The signer of this CONTRACT for CONTRACTOR represents, warrants, assures, and guarantees that he or she has full legal authority to execute this CONTRACT on behalf of CONTRACTOR and to bind CONTRACTOR to all terms, performances, and provisions herein contained.

6.3 In the event that a dispute arises as to the legal authority to enter into this CONTRACT of either the CONTRACTOR or the person signing on behalf of CONTRACTOR, CITY shall have the right, at its option, to either temporarily suspend or terminate this CONTRACT. If CITY suspends or terminates this CONTRACT for such reasons, CONTRACTOR shall be liable to CITY for any funds CONTRACTOR has received from CITY for performance of the Work under this CONTRACT.

**ARTICLE VII  
MAINTENANCE OF EFFORT**

7.1 CONTRACTOR agrees that the funds and resources provided to it under the terms of this CONTRACT shall in no way be substituted for funds and resources provided from other sources, nor shall such funds and resources in any way serve to reduce the funds, resources, services, or other benefits which would have been available to, or provided through CONTRACTOR had this CONTRACT not been executed.

**ARTICLE VIII  
PERFORMANCE OF WORK**

8.1 Only certified lead personnel and certified lead firms, certified to perform lead-based paint activities in accordance with Sections 295.205-211 of the Texas Environmental Lead Reduction Rules, as may be amended from time to time, shall perform the Work. Accordingly, CONTRACTOR must be certified by the State of Texas to perform lead abatement work prior to conducting lead hazard control work.

8.2 CONTRACTOR shall ensure that the Work to be performed is in accordance with Section 295.212-214 of the Texas Environmental Lead Reduction Rules, as amended from time to time, and in strict accordance with any other applicable Legal Requirements relating to lead hazard control work, including but not limited to HUD's Lead Safe Housing Rule and applicable

requirements established by the Office of Healthy Homes and Lead Hazard Control, EPA's Renovation, Repair and Painting Rule and applicable Lead Regulations, and OSHA Lead in Construction regulations/guidance.

8.3 CONTRACTOR shall also ensure that the Work performed is in strict accordance with the Specifications completed by lead consultants for the Property. Modifications or alterations to the Specifications completed by the lead consultants for the Property may be made only pursuant to the prior written approval of CITY's Director of NHSD or her designee.

8.4 For each Property specified by CITY, CONTRACTOR shall manage, perform, and provide all of the Work to CITY's satisfaction and in accordance with the Lead Specifications Guide, which is attached hereto and incorporated herein for all purposes as Exhibit "A", utilizing only those funds remitted to CONTRACTOR by CITY under this CONTRACT.

8.5 CONTRACTOR shall comply with any and all federal standards, regulations, and abatement requirements in accordance with the provisions outlined in 24 C.F.R. Part 35.

8.6 If CONTRACTOR performs Work that it knows or reasonably should know is contrary to or varies from any Legal Requirement, and does not have written approval from the Texas Department of State Health Services and CITY to conduct such variance, the CONTRACTOR shall bear all costs and damages arising therefrom and shall remain personally liable therefore.

8.7 Prior to commencing the Work, CONTRACTOR shall submit evidence of CONTRACTOR's state certification(s), the results of CONTRACTOR's respiratory fit tests, and proof of insurance coverage required under Article XVIII of this CONTRACT.

8.8 CONTRACTOR shall coordinate all abatement and construction related activities with CITY's Development Services Department to ensure compliance with CITY's requirements for certificates of occupancy, building inspections, and building and demolition permits.

8.9 CITY shall procure a state certified project designer to prepare the Occupant Protection Plan.

8.10 CONTRACTOR shall commence Work on each Property only after CITY issues a Notice to Proceed, which shall specify the dates for commencement and termination of the Work for such Property. Prior to CITY's issuance of a Notice to Proceed, unless otherwise waived in writing by CITY, CONTRACTOR shall be required to secure a payment bond for each Property wherein the cost to perform the lead hazard control work exceeds Twenty-five Thousand and 00/100 Dollars (\$25,000.00), and to secure both a performance and payment bond for each Property wherein the cost to perform the lead hazard control work exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00).

8.11 CONTRACTOR and CITY recognize that time is of the essence with regard to the Work and that CITY will suffer financial loss if the Work is not completed within the timeline specified in the Notice to Proceed. In the event that the Work is not completed within the timeline specified each Notice to Proceed, CONTRACTOR shall be held responsible and shall be liable for

all costs associated with the delay, including, but not limited to, any additional hotel or relocation expenses associated with protection or shelter of the Homeowner.

8.12 If performance by CONTRACTOR is delayed as a direct result of riot, insurrection, fire, act of God, or operation of law, the CONTRACTOR shall notify CITY in writing specifying the reasons for such delay within three (3) days following the start of the delay. Upon written approval by CITY, CONTRACTOR may extend the allotted time for completion of Work by one (1) day for each day lost.

8.13 CONTRACTOR is responsible for, and shall take all necessary steps to secure the site surrounding the Property at, in, or on which the Work is to be, or is being, performed. CONTRACTOR shall also ensure that unauthorized individuals are prohibited and prevented from entering the designated area of containment and that appropriate measures are taken to provide notice that the area is inaccessible.

8.14 CONTRACTOR shall comply with all provisions of Section 295.214 of the Texas Environmental Lead Reduction Rules, as amended from time to time, relating to the submission of, amendment to, cancellation of, and payment of fees for, notifications to the Texas Department of State Health Services. CONTRACTOR shall provide a copy of all submitted or cancelled notifications to the lead consultant or supervisor assigned to the Property and to CITY.

8.15 For all Work to be performed by the CONTRACTOR pursuant to this CONTRACT, CONTRACTOR shall utilize the Contractor Fixed Unit Cost List and Specifications Manual, which are attached hereto and incorporated herein for all purposes as Exhibit "B", in order to determine the rate of reimbursement for the Work. The Contractor Fixed Unit Cost List and Specifications Manual may be updated bi-annually, or as otherwise may be deemed necessary in the sole discretion of the CITY, without further approval of City Council provided that the adjustments do not increase the AGGREGATE CONTRACT AMOUNT. Each price adjustment, if any, shall be subject to an assessment of cost reasonableness as required by 2 C.F.R. Part 200 and such determination shall be made by the Director of NHSD or their designee in their sole discretion; any price adjustment that is determined not to be cost reasonable is prohibited.

8.16 Upon completion of the Work for each Property, the appropriate certified lead personnel shall perform a visual inspection and clearance of such Property to ensure that the Property is cleared of all surplus material, hazard, waste, refuse, dirt, and rubbish resulting from the Work and to ensure that dust lead levels are within HUD-approved standards. In the event that the Property is not "cleared" by the aforesaid certified lead personnel, CONTRACTOR shall be held responsible and shall be liable for all costs associated with re-testing, including, but not limited to, wipe samples and time expended by a lead inspector or lead risk assessor, and any additional hotel or relocation expenses associated with protection or shelter of the Homeowner as a result of the additional time needed to clear the Property.

8.17 CONTRACTOR shall immediately provide a copy of all notices received by the CONTRACTOR relating to alleged or actual violations of the Texas Environmental Lead Reduction Rules to CITY, with a copy also to the lead consultant or supervisor assigned to the subject Property for which such investigation of a potential violation is pending or for which determination of an actual violation has been made. CONTRACTOR shall immediately cure the

violation and shall provide evidence of such cure along with evidence of the Texas Department of State Health Services' determination that the violation has been satisfactorily resolved to CITY, with a copy to the lead consultant or supervisor assigned to the subject Property. CITY reserves the right to suspend or terminate this CONTRACT or any Work being performed in, at or on Property pursuant to this CONTRACT, if, in CITY's sole discretion, the occurrence or existence of a violation suggests that the CONTRACTOR is unable to satisfactorily or safely perform the Work.

8.18 CITY reserves the right to have CONTRACTOR's personnel removed from the Project who are not performing the Work in a workmanlike and professional manner, or who are not performing the Work in compliance with the Texas Environmental Lead Reduction Rules, as may be amended from time to time.

8.19 CONTRACTOR understands that CONTRACTOR's engagement pursuant to this CONTRACT involves the performance of the Work on a standby, as-needed basis, and CONTRACTOR expressly acknowledges and agrees that specific requirements as to types, number, locations, conditions, and procedures pertaining to the Work may be established or directed by the NHSD on a case-by-case basis for each Property.

8.20 CITY shall have the right to direct unrestricted access and contact with laboratories and testing facilities used by CONTRACTOR for the Work, and CITY, at its discretion, shall have the right to obtain original or duplicate copies of reports and testing results directly from the laboratory or testing facility used by CONTRACTOR.

8.21 CONTRACTOR warrants and certifies that CONTRACTOR and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services being provided herein. CONTRACTOR shall ensure the services performed are in accordance with Texas Department of State Health and Human Services requirements and in strict compliance with any other applicable local, state and federal regulations relating to lead, mold or asbestos. Only State certified/licensed personnel and firms shall perform the services required under this CONTRACT.

8.22 CITY reserves the right, but does not assume the obligation, to have CONTRACTOR's personnel removed from a project who are not performing the services hereunder in a workmanlike and professional manner, or who are not performing services in compliance with applicable Legal Requirements.

8.23 Any and all writings, documents or information in whatsoever form or character produced by CONTRACTOR pursuant to the provisions of this CONTRACT is the exclusive property of the CITY without limitation; and no such writing, documentation or information shall be the subject of any copyright or proprietary claim by CONTRACTOR. CONTRACTOR understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, CITY has the right to use all such writings, documents and information as CITY desires, without restriction.

8.24 Upon completion of the Work on a Property, CONTRACTOR shall perform the necessary clearance requirements on the Property to ensure that the Property is cleared of all surplus material, hazards, waste, refuse, dirt and rubbish resulting from the work performed hereunder and ensure that clearance levels are within state and federal standards and regulations.

## **ARTICLE IX REIMBURSEMENT**

9.1 In consideration of CONTRACTORS performance at CONTRACTOR's sole expense, and in a satisfactory and efficient manner as determined by the Director, of all services and activities requested by the CITY under this CONTRACT, CITY agrees to pay CONTRACTOR for all eligible services and reimburse for all eligible expenses at the rates specified in Exhibit "B" attached hereto; *provided, however*, unless otherwise agreed in writing by CITY, the total of all payments and other obligations paid or incurred by CITY during the term of this CONTRACT to all of the STANDBY CONTRACTORS shall not exceed the AGGREGATE CONTRACT AMOUNT identified herein. CONTRACTOR understands and agrees that CITY does not guarantee any minimum amount of Work under this CONTRACT.

9.2 It is expressly understood and agreed by CONTRACTOR that CITY's obligations under this Article IX are contingent upon the actual receipt of adequate funds to meet CITY's liabilities hereunder. Should CITY not receive funds to make payments pursuant to this CONTRACT or should fund awards be reduced or cancelled, CITY shall notify CONTRACTOR in writing within a reasonable time after such fact has been determined and CITY may, at its option, either terminate this CONTRACT or reduce the amount of its liability accordingly.

9.3 CITY shall not be liable for any portion of a CONTRACTOR cost, which is or was incurred in connection with an activity of CONTRACTOR where prior written authorization from CITY is required for the activity and such authorization was not first procured, or where CITY has requested that CONTRACTOR furnish data concerning an activity prior to proceeding further therewith and CONTRACTOR nonetheless proceeds without first submitting the data and receiving CITY's approval. Further, CITY shall not be liable for any CONTRACTOR cost, or portion thereof, which: (A) has been paid, reimbursed, or is subject to payment or reimbursement from another source; (B) was incurred prior to the Effective Date or subsequent to the termination date of this CONTRACT; (C) is not in strict accordance with the terms of this CONTRACT, including all Exhibits attached hereto; (D) has not been billed to CITY within thirty (30) days following billing to CONTRACTOR, or termination of this CONTRACT, whichever is earlier; (E) is not an allowable cost under this CONTRACT; (F) prior written authorization from CITY is required for the activity and such authorization was not first procured; or (F) CITY has requested that CONTRACTOR furnish data concerning an activity prior to proceeding further therewith and CONTRACTOR nonetheless proceeds without first submitting the data and receiving CITY approval thereof. CITY shall not be obligated or liable under this CONTRACT to any party, other than CONTRACTOR, for payment of any monies or provision of any goods or services.

9.4 Final acceptance of work products and services require written approval by the CITY. The approving official shall be the Director, or her designee. Payment will be made to CONTRACTOR following written approval of the final work products and services by the

Director or her designee. CITY shall not be liable under this CONTRACT to any party, other than CONTRACTOR, for the payment of monies or the provision of any goods or services.

## **ARTICLE X**

### **RECEIPT, DISBURSEMENT, AND ACCOUNT OF FUNDS BY CONTRACTOR**

10.1 Regarding method of payment, CITY and CONTRACT agree as follows:

- (A) CONTRACTOR shall deliver invoices, in a form acceptable to CITY, to NHSD, which shall include, but is not limited to, the address of the Property at, on, or in which the service is performed, line item of services, number of site visits, any applicable reports for such services, and any such other information as may be required by the CITY;
- (B) CONTRACTOR shall submit to CITY such other reports as may be required by CITY to document CITY liabilities under this CONTRACT;
- (C) Upon receipt of and approval by CITY of each of CONTRACTOR's invoices, CITY shall pay to CONTRACTOR an amount equal to CITY's liabilities not previously billed to and subsequently paid by CITY, subject to deduction for any costs questioned or not allowable; *provided, however*, delinquent or unacceptable billing of CITY by CONTRACTOR shall justify delay of payment by CITY;

10.2 Within ten (10) business days after receipt of CITY's written request, CONTRACTOR shall refund to CITY any sum of money paid by CITY to CONTRACTOR later determined to: (A) have resulted in overpayment to CONTRACTOR; (B) have not been spent by CONTRACTOR strictly in accordance with the terms of this CONTRACT; and/or (C) not be supported by adequate documentation to fully justify the expenditure. Any such amounts not remitted within ten (10) business days may, at CITY's option, be subject to offset against future funding obligations by CITY.

10.3 Upon termination of this CONTRACT, should any expense or charge for which payment made be subsequently disallowed or disapproved as a result of any auditing or monitoring by CITY, HUD, or any other federal agency, CONTRACTOR shall refund such amount to CITY within ten (10) business days of CITY's written request therefore wherein the amount disallowed or disapproved shall be specified. Refunds of disallowed or disapproved costs, however, shall not be made from funds received pursuant to this CONTRACT or from funds received from or through the federal government or CITY.

10.4 In the event that the actual amount expended by CONTRACTOR to meet the level of performance specified in Exhibit "A" or elsewhere in this CONTRACT, or any amendment thereto, is less than that amount provided to CONTRACTOR pursuant to this CONTRACT, then CITY reserves the right to reappropriate or recapture any such underexpended funds.

10.5 Utilizing a format approved by CITY, a Close-Out Package, together with together with a final invoice requesting reimbursement of funds pursuant to this CONTRACT, shall be



submitted by CONTRACTOR to CITY within fifteen (15) business days following the completion of the Work for each Property. The Close-Out Package shall include, but not be limited to, notifications from the Texas Department of State Health Services, daily job site logs, and hazardous waste manifest forms.

10.6 Within fifteen (15) business days following termination of this CONTRACT, CONTRACTOR shall submit a final Close-Out Package with a final expenditure report, for the period commencing on the date of CONTRACTOR's last invoice requesting reimbursement of funds through the date of termination of this CONTRACT.

## **ARTICLE XI ALLOWABLE COSTS**

11.1 Costs shall be considered allowable only if approved by CITY in writing prior to being incurred and incurred directly and specifically in the performance of and in compliance with this CONTRACT and with all Legal Requirements.

11.2 CITY's prior written authorization shall be required in order for the following to be considered allowable costs: (A) subcontracts, specifically, CITY shall not be obligated to any third parties (including any subcontractors of CONTRACTOR) nor shall CITY funds be used to pay for contract services extending beyond the termination of this CONTRACT; (B) costs or fees associated with the alteration or relocation of the facilities on and in which the activities specified in Exhibit "A" or in the Notice to Proceed are conducted; (C) costs or fees for temporary employees or services; (D) costs or fees for consultant and/or professional services; and (E) costs or fees associated with attendance at meetings, seminars, or conferences.

11.3 Written requests for prior approval shall be CONTRACTOR's responsibility and shall be made with sufficient time to permit a thorough review by CITY. Written approval by CITY must be obtained prior to the commencement of procedures to solicit or purchase services, equipment, or real or personal property. Procurements and/or purchases which must be approved pursuant to the terms of this CONTRACT shall be conducted entirely in accordance with all applicable terms, provisions, and requirements hereof.

## **ARTICLE XII PROGRAM INCOME**

12.1 For purposes of this CONTRACT, "*Program Income*" shall mean earnings of CONTRACTOR realized from activities resulting from this CONTRACT or from CONTRACTOR's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income, usage or rental/lease fees, income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of CONTRACTOR provided as a result of this CONTRACT; and payments from clients or third parties for services rendered by CONTRACTOR pursuant to this CONTRACT.

12.2 On a monthly basis, CONTRACTOR shall report and return to CITY all Program Income received or accrued during the preceding quarter. Alternative arrangements to this

requirement may only be made upon written request to and written approval by CITY.

12.3 Records of the receipt and disposition of Program Income shall be maintained by CONTRACTOR in the same manner as required for other CONTRACT funds and shall be submitted to the CITY in the format prescribed by CITY.

12.4 CONTRACTOR shall include this Article XII, in its entirety, in all of its subcontracts involving income-producing services or activities.

12.5 It shall be CONTRACTOR's responsibility to obtain from CITY a prior written determination as to whether or not income arising directly or indirectly from this CONTRACT, or from the performance thereof, constitutes Program Income, and unless otherwise approved in writing by CITY, CONTRACTOR shall be responsible to CITY for the repayment of any and all amounts determined by CITY to be Program Income.

### **ARTICLE XIII FURTHER REPRESENTATIONS AND WARRANTIES**

13.1 In addition to the representations and warranties set forth elsewhere in this CONTRACT, CONTRACTOR further represents and warrants that:

- (A) All information, data, or reports heretofore or hereafter provided to CITY are, shall be and shall remain complete and accurate as of the date shown on the information, data, or report, and that since said date shown, shall not have undergone any significant change without written notice to CITY;
- (B) Any supporting financial statements heretofore or hereafter provided to CITY are, shall be and shall remain complete, accurate, and reflective of the financial condition of CONTRACTOR on the date shown on said statements and during the period covered thereby, and that since said date shown, except as provided by written notice to CITY, there has been no material change, adverse or otherwise, in the financial condition of CONTRACTOR;
- (C) No litigation or proceedings are presently pending or threatened against CONTRACTOR and CONTRACTOR has no information or cause to believe that litigation or proceedings, whether judicial or administrative against CONTRACTOR is imminent;
- (D) None of the provisions contained herein contravene or in any way conflict with the authority under which CONTRACTOR is doing business or with the provisions of any existing indenture or agreement of CONTRACTOR;
- (E) CONTRACTOR has the legal authority to enter into this CONTRACT and accept payments hereunder, and has taken all necessary measures to authorize such execution of the CONTRACT and acceptance of payments pursuant to the terms and conditions hereof; and

- (F) None of the assets of CONTRACTOR are both currently and for the duration of this CONTRACT subject to any lien or encumbrance of any character, except for current taxes not delinquent and except as shown in the financial statements provided by CONTRACTOR to CITY.

13.2 CONTRACTOR warrants that any and all taxes that it is obligated for, including, but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the effective execution date of this CONTRACT. During the term hereof, CONTRACTOR shall comply with all applicable local, state, and federal laws including, but not limited to:

- (A) Worker's compensation;
- (B) Unemployment insurance;
- (C) Timely deposits of payroll deductions;
- (D) Filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc.;
- (E) Occupational Safety and Health Act regulations; and
- (F) Employee Retirement Income Security Act of 1974, P.L. 93-406.

13.3 CONTRACTOR or its management shall maintain an employee integrity policy for itself and shall maintain and use internal program management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These procedures must specify the consequences to employees and vendors involved in such illegal activities to include, but not be limited to, termination and prosecution where necessary. Said procedures shall be provided to CITY upon written request.

13.4 CONTRACTOR shall provide written notification to the CITY of any and all third-party agreements funded hereunder, prior to the expenditure of funding provided through this CONTRACT. Notification should at a minimum detail the process/method of procurement utilized, selection of contract type, the contractor selection process, the price of the contract, along with a description of the work to be performed, payment terms, and activity timeline.

13.5 Upon reasonable advance notice to CONTRACTOR of no less than twenty-four (24) hours, and during normal business hours, CONTRACTOR shall permit CITY to examine, copy, and make extracts of the books, records, accounting data, and other documents of CONTRACTOR that relate in any way to the Property or Services being performed under this CONTRACT, including without limiting the generality of the foregoing, all permits and licenses in connection with the Services being rendered and all the relevant books and records as applicable, of contractors, subcontractors, agents, or consultants supplying goods and/or services in connection with the Services under this CONTRACT. Additionally, at all reasonable times during the Project, CONTRACTOR shall (A) permit CITY or any other contractor, engineer, agent, consultant, or other inspector representing or selected by CITY, to enter upon the Property, with prior reasonable notice, to inspect the same and all materials to be used in the Project; (B) deliver

to CITY, within a reasonable time not to exceed ten (10) business days after receipt of written request by CITY, counterparts and/or conditional assignments of any and all contracts related in any manner to the Project, bills of sale, statements, conveyances, receipted vouchers or agreements of any nature under which CONTRACTOR claims title to any materials or supplies used or to be used in the Project; and (C) upon receipt by CONTRACTOR, provide copies or on-line access to CITY of all building permits and final inspection reports, as applicable.

13.6 CONTRACTOR shall be responsible for ensuring compliance with all applicable federal, state and local labor standards, rules and regulations, including Davis-Bacon administration if applicable, and shall be responsible for any costs associated therewith.

#### **ARTICLE XIV MAINTENANCE OF RECORDS**

14.1 CONTRACTOR shall maintain all records required by the federal regulations specified in 24 CFR § 570.506 that are pertinent to the activities to be funded under this CONTRACT, including, but not limited to: (A) records providing a full description of each activity undertaken; (B) records demonstrating that each activity undertaken meets one of the National Objectives of the Office of Lead Hazard Control and Health Homes, the CDBG Program or the HOME program; (C) records required to determine the eligibility of activities; (D) records required to document the acquisition, improvement, use or disposition of real property acquired or improved with assistance hereunder; (E) records documenting compliance with the fair housing and equal opportunity components of the federal programs; (F) financial records in accordance with the applicable requirements listed in 24 C.F.R. § 570.502; and (G) other records necessary to document compliance with Subpart K of 24 CFR Part 570.

14.2 CONTRACTOR shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the CONTRACT for a period of five (5) years. The retention period begins on the date of the submission of CITY's annual performance and evaluation report to HUD in which the activities assisted under this CONTRACT are reported on for the final time. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

14.3 Nothing in this Article XIV shall be construed to relieve CONTRACTOR of: (A) responsibility for retaining accurate and current records which clearly reflect the level and benefit of services provided under this CONTRACT; and (B) fiscal accountability and liability pursuant to this CONTRACT and any applicable rules, regulations, and laws.

14.4 CONTRACTOR agrees to include the substance of this Article XIV in all of its subcontracts.

**ARTICLE XV**  
**ACCESSIBILITY OF RECORDS**

15.1 At any reasonable time and as often as CITY may deem necessary, CONTRACTOR shall make all of its records available to CITY, HUD, or any of their authorized representatives, and shall permit CITY, HUD, or any of their authorized representatives to audit, examine, and make excerpts and/or copies of same. CONTRACTOR's records shall include, but shall not be limited to, the following: reports, test results, laboratory results, field notes, and other data.

**ARTICLE XVI**  
**PERFORMANCE RECORDS AND REPORTS**

16.1 As often and in such form as CITY may require, CONTRACTOR shall furnish CITY with performance records and reports as deemed by CITY as pertinent to the matters covered by this CONTRACT.

**ARTICLE XVII**  
**MONITORING AND EVALUATION**

17.1 CONTRACTOR agrees that CITY may carry out monitoring and evaluation activities so as to ensure CONTRACTOR's compliance with this CONTRACT and all applicable Legal Requirements. CONTRACTOR shall cooperate fully with CITY in the development, implementation, and maintenance of record-keeping systems and to provide CITY with any data determined by CITY to be reasonably necessary for its effective fulfillment of its monitoring and evaluation responsibilities. CONTRACTOR agrees that it will cooperate with CITY in such a way so as not to obstruct or delay CITY in its monitoring of CONTRACTOR's performance and, to the extent necessary, CONTRACTOR will designate one of its staff to coordinate the monitoring process as reasonably requested by CITY staff. After each official monitoring visit, CITY shall provide CONTRACTOR with a written report of monitoring findings. Copies of any fiscal, management, or audit reports by any of CONTRACTOR's funding or regulatory bodies shall be submitted to CITY within five (5) business days of receipt thereof by CONTRACTOR.

17.2 Notwithstanding anything to the contrary in this CONTRACT, it is expressly understood and agreed by the Parties that CITY shall have no duty to supervise or to inspect the work or any activity conducted or to be conducted on the Property, or any books and records, and that any such inspection shall be for the sole purpose of determining whether or not the obligations of CONTRACTOR hereunder are being properly discharged and of preserving CITY's rights hereunder. If CITY or its representative should inspect the Property and the work thereon or any books and records of CONTRACTOR, CITY or such representative shall have no liability or obligation to CONTRACTOR or any third party arising out of such inspection. Inspection not followed by notice of default shall not constitute a waiver of any default then existing; nor shall it constitute an acknowledgment or representation by CITY and its representative that there has been or will be compliance with all Legal Requirements, unless otherwise stated by CITY in the report provided under section 17.1, or that the work done in connection with the Project is free from defective materials or workmanship or a waiver of CITY's right thereafter to insist that the improvements be constructed in accordance with all applicable Legal Requirements. CITY's

failure to inspect the Project or any part thereof or any books and records shall not constitute a waiver of any of CITY's rights hereunder. Neither CONTRACTOR nor any third party shall be entitled to rely upon any such inspection or review. CITY and its representatives owe no duty of care to CONTRACTOR, or any third person, with regards to the work performed by CONTRACTOR under this CONTRACT.

## **ARTICLE XVIII INSURANCE REQUIREMENTS**

18.1 CONTRACTOR agrees to comply with the following insurance provisions:

- (A) Prior to the commencement of any work under this CONTRACT, CONTRACTOR shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to CITY's Neighborhood and Housing Services Department, which shall be clearly labeled "TLI & Environmental Services, Inc.; Texas Certified Lead Abatement Contractor Services" 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 Binders as proof of insurance. The certificate(s) must be signed by the authorized representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed or sent via email, 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 CONTRACT until such certificate and endorsements have been received and approved by NHSD. No officer or employee, other than CITY's Risk Manager, shall have authority to waive this requirement.
- (B) CITY reserves the right to review the insurance requirements of this Article XVIII during the term of this CONTRACT and any extension hereof and to modify insurance coverages, their limits, and deductibles when deemed necessary and prudent by CITY's Risk Manager based upon changes in statutory law, court decisions, changes in the insurance market which presents as increased risk of exposure, or circumstances surrounding this CONTRACT. In no instance will CITY allow modification whereby CITY may incur increased risk.
- (C) CONTRACTOR shall obtain and maintain in full force and effect for the duration of this CONTRACT, and any extension hereof, at CONTRACTOR'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:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability, to include coverage for the following:	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence;

a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	\$2,000,000 General Aggregate, or its equivalent in Umbrella Liability Coverage
d. Contractual Liability e. Independent Contractors f. Damage to Property rented by you	f. \$300,000
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
5. Professional Liability	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
6. Environmental Insurance – (Contractor's Pollution Legal Liability for transporting or handling hazardous materials or regulated substances)	\$1,000,000 per occurrence; \$2,000,000 general aggregate for claims associated with hazardous materials, to include spills and mitigation
*7. Cyber Liability	\$1,000,000 per claim \$1,000,000 general aggregate, or its equivalent in Umbrella Liability Coverage.
8. Installation Floater	All Risk Policy written on occurrence basis for 100% replacement cost of "equipment & materials" to be installed to any new or existing structure.
9. Umbrella Liability Coverage	\$2,000,000 per occurrence combined limit Bodily Injury (including death) and Property Damage.
* If Applicable	

- (D) CONTRACTOR agrees to require, by written contract, that all subcontractors providing goods or services under this CONTRACT obtain the same categories of insurance coverages required of CONTRACTOR herein, and provide a certificate of insurance and endorsement that names CONTRACTOR and CITY as additional insureds. CONTRACTOR shall provide CITY with subcontractor certificates and endorsements 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 CONTRACT. Such modification may be enacted by letter signed by CITY's Risk Manager, which shall become a part of the contract for all purposes.

- (E) As they apply to the limits required by CITY, CITY is entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. CONTRACTOR shall pay any costs incurred resulting from provision of said documents. CONTRACTOR must comply with such requests within 10 days by submitting the requested insurance documents to CITY at the address provided below:

City of San Antonio  
Attention: Neighborhood & Housing Services Department  
100 W. Houston Street  
San Antonio, Texas 78205

- (F) CONTRACTOR agrees that with respect to the above-required insurance, all insurance policies must contain or be endorsed to contain the following provisions:
- (i) Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, with respect to operations and activities of, or on behalf of, the named insured performed under contract with CITY, with the exception of the workers' compensation and professional liability policies;
  - (ii) Provide for an endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim;
  - (iii) Workers' compensation and employers' liability, general liability and automotive liability policies will provide a waiver of subrogation in favor of CITY; and
  - (iv) Provide thirty (30) days advance written notice directly to CITY of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) days advance notice for nonpayment of premium.
- (G) Within five (5) days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, CONTRACTOR shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend CONTRACTOR's performance should there be a lapse in coverage at any time during this CONTRACT. Failure to provide and to maintain the required insurance shall constitute a material breach of this CONTRACT.



- (H) In addition to any other remedies CITY may have upon CONTRACTOR's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, CITY shall have the right to order CONTRACTOR to stop work hereunder, and/or withhold any payment(s) which become due to CONTRACTOR under this CONTRACT until CONTRACTOR demonstrates compliance with the requirements hereof.
- (I) Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's or its subcontractors' performance of the work covered under this CONTRACT.
- (J) CONTRACTOR understands and agrees that its insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by CITY for liability arising out of the activities under this CONTRACT.
- (K) CONTRACTOR understands and agrees that the insurance required is in addition to and separate from any other obligation contained in this CONTRACT and that no claim or action by or on behalf of CITY shall be limited to insurance coverage provided.
- (L) CONTRACTOR and any subcontractors are responsible for all damage to their own equipment and/or property resulting from their own negligence.

## **ARTICLE XIX INDEMNIFICATION**

### **19.1 INDEMNIFICATION.**

**(A) CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY (each, an "*Indemnified Party*" and collectively, "*Indemnified Parties*"), individually and collectively, from and against any and all actual 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 CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any of CONTRACTOR's agents, officers, directors, representatives, employees, consultants or subcontractors of CONTRACTOR, while in the exercise of the rights or performance of the duties under this CONTRACT. The indemnity provided for in this Section 19.1 shall not apply to any liability resulting from the negligence of the CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR 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 CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, CONTRACTOR agrees to indemnify, defend, and hold the CITY harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.**

(B) The indemnity provisions set forth in Section 19.1 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. CONTRACTOR shall advise CITY in writing within twenty-four (24) hours of any claim or demand against CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this Section 19.1.

(C) City shall have the right to select or to approve defense counsel to be retained by CONTRACTOR in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. CONTRACTOR 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 CONTRACTOR fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and CONTRACTOR shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

(D) In any and all claims against any party indemnified hereunder by any employee of CONTRACTOR, 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 CONTRACTOR or any subcontractor under worker's compensation or other employee benefits act.

## **ARTICLE XX EQUAL EMPLOYMENT OPPORTUNITY**

20.1 CONTRACTOR shall comply with all applicable local, state, and federal equal employment opportunity rules, regulations, and laws. So that CITY can investigate compliance with local, state, and federal equal employment opportunity rules, regulations, and laws, CONTRACTOR shall furnish to CITY any and all information and reports reasonably requested by CITY, and shall permit access by CITY of any and all of its books, records, and accounts. In the event of non-compliance by CONTRACTOR (or CONTRACTOR's contractors, if any) with local, state, and federal equal employment opportunity, regulations, and laws, this contract may be canceled, terminated, or suspended by CITY, in whole or in part, and CONTRACTOR may be barred from further contracts with CITY.

## **ARTICLE XXI NONDISCRIMINATION**

21.1 As a condition of entering into this contract, CONTRACTOR represents and warrants that it will not unlawfully discriminate against, deny benefits to, or exclude from participation, any person under any program or activity funded in or in part with funds provided under this contract on the grounds of race, color, sex (including gender identity and sexual orientation), age, religion, national origin, disability or familial status, nor shall CONTRACTOR retaliate against any person for reporting instances of such discrimination. CONTRACTOR also represents that it will not unlawfully discriminate in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or customers, nor shall CONTRACTOR retaliate against any person for reporting instances of such discrimination. CONTRACTOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its subcontracting and supply opportunities. CONTRACTOR covenants that it, its agents, employees or anyone under CONTRACTOR's control, will not discriminate against any individual or group on account of race, color, sex (including gender identity and sexual orientation), age, religion, national origin, handicap or familial status, in employment practices or in the use of or admission to the premises at, in or on which the Project is to be performed, which said discrimination CONTRACTOR acknowledges is prohibited.

## **ARTICLE XXII NO SOLICITATION/CONFLICTS OF INTEREST**

22.1 CONTRACTOR warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this CONTRACT upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of CONTRACTOR or CITY. For breach or violation of this warranty, CITY shall have the right to terminate this CONTRACT without liability or, at its discretion, to deduct from this CONTRACT or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

22.2 CONTRACTOR covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this CONTRACT. CONTRACTOR further covenants that in the performance of this CONTRACT, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

22.3 CONTRACTOR further covenants that in connection with the performance of this CONTRACT or participation in any decisions related hereto, no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.

22.4 No member of CITY's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this CONTRACT shall:

- (A) Participate in any decision relating to this CONTRACT which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or
- (B) Have any direct or indirect interest in this CONTRACT or the proceeds thereof.

22.5 CONTRACTOR acknowledges that it is informed that CITY's Charter and its Ethics Code prohibit a CITY officer or employee, as those terms are defined in Section 2-52 of 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: A CITY officer or employee; his/her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity; a business entity in which the officer or employee, or his/her parent, child or spouse directly or indirectly owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10%) 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 sub-contractor on a CITY contract, a partner or a parent or subsidiary business entity. CONTRACTOR warrants and certifies, and this contract is made in reliance thereon, that it, its employees, agents, consultants, officers, or any other party providing services under this Agreement, are neither a CITY officer nor employee with a "***prohibited financial interest***" as identified herein. CONTRACTOR further warrants and certifies that it has tendered to CITY a Discretionary Contracts Disclosure Statement in compliance with CITY's Ethics Code.

22.6 In accordance with 24 CFR 92.356, CONTRACTOR acknowledges and agrees that that no employee, agent, consultant, officer, or CITY officers or employees who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or financial benefit from a HOME assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

### **ARTICLE XXIII POLITICAL AND SECTARIAN ACTIVITY**

23.1 **Political Activity**. None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, either directly or indirectly, for any political activity including, but not limited to, an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state, or federal legislation.

23.2 Sectarian Activity. None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

**ARTICLE XXIV**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,**  
**PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

24.1 Certification Regarding Debarment, Suspension, and Proposed Debarment. CONTRACTOR certifies, and CITY relies thereon in execution of this CONTRACT, that neither CONTRACTOR nor its principals are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any federal governmental agency or department. “*Principals*,” for the purposes of this certification, means officers, directors, owners, partners, members, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

- (A) CONTRACTOR shall provide immediate written notice to CITY if at any time during the term of this CONTRACT, including any renewals hereof, CONTRACTOR learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.
- (B) CONTRACTOR’s certification is a material representation of fact upon which CITY has relied in entering into this CONTRACT. Should CITY determine, at any time during this CONTRACT, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, City may terminate this CONTRACT in accordance with Article XXX.

24.2 Section 2271.002, Tex. Gov. Code – Prohibition on Contracts with Companies Boycotting Israel. Section 2271.002 of the Texas Government Code provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. By executing this CONTRACT, CONTRACTOR hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of this CONTRACT. For purpose of this representation, “*Boycott Israel*” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes and does not include actions otherwise required or authorized by applicable federal law. CONTRACTOR’s verification is a material representation of fact upon which the CITY has relied in entering into this CONTRACT. Should CITY determine, at any time during this CONTRACT, including any renewals or extensions hereof, that this certification is false, or should it become false due to changed circumstances, the CITY may terminate this CONTRACT.

24.3 Submission of Form 1295. Section 2252.908 of Texas Government Code provides that a governmental entity may not enter into a contract described therein with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The Texas Ethics Commission has adopted a form ("**Form 1295**") and rules regarding the filing of Form 1295 with the Texas Ethics Commission and submission of a copy of Form 1295 to the governmental entity. Form 1295 and additional information may be found on the Texas Ethics Commission website. If applicable, CONTRACTOR warrants and certifies that prior to entering into this CONTRACT, CONTRACTOR filed Form 1295 with the Texas Ethics Commission and submitted a copy of said form to CITY.

24.4 Section 2252.152, Tex. Gov. Code – Contracts With Companies Engaged in Business With Iran, Sudan, or Foreign Terrorist Organization Prohibited. Texas Government Code § 2252.152 provides that a governmental entity may not enter into a governmental contract with an entity or organization that is identified on a list prepared and maintained under Texas Government Code §§ 2270.0201 or 2252.153. By executing this CONTRACT with CITY, CONTRACTOR hereby certifies that is not identified on such a list and that it will notify CITY should it be placed on such a list while under contract with CITY. CITY hereby relies on CONTRACTOR's certification. If found to be false, CITY may terminate this CONTRACT for material breach.

24.5 Chapter 2276, Tex. Gov. Code – Certain Energy Companies. Texas Government Code Chapter 2276 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. "*Company*" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship. "*Boycott energy company*" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A). CONTRACTOR hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of this CONTRACT. City hereby relies on Company's verification. If found to be false, City may terminate this CONTRACT for material breach. This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees;  
and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

24.6 Chapter 2274, Tex. Gov. Code – Firearm and Ammunition Industries. Texas Government Code Chapter 2274 provides that a governmental entity may not enter into a contract

with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. "*Company*" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship. "*Discriminate against a firearm entity or firearm trade association*": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association, and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. CONTRACTOR hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate against a firearm entity or firearm trade association during the term of this CONTRACT. City hereby relies on CONTRACTOR's verification. If found to be false, City may terminate the CONTRACT for material breach. This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

## **ARTICLE XXV PUBLICITY**

25.1 When appropriate, as determined by and upon written approval of CITY, CONTRACTOR shall publicize the activities conducted by CONTRACTOR pursuant to the terms of this CONTRACT. In any news release, sign, brochure, or other advertising medium disseminating information prepared or distributed by or for CONTRACTOR, however, mention shall be made that the Project was made possible with HUD funding and CITY participation.

## **ARTICLE XXVI SPECIAL PROVISIONS**

26.1 CONTRACTOR must conduct lead hazard control work as stated in the Master Specifications and Occupant Protection Plan ("*OPP*") completed by CITY's environmental consultants and in accordance with the Program's Policies and Procedures, local, state and federal

regulations including but not limited to: HUD 24 C.F.R. Part 35, Title IV of the Toxic Substances Control Act 15 U.S.C. §2681 et seq, EPA 40 C.F.R. Part 745, OSHA 29 C.F.R. §1926.62, and Texas Department of State Health Services (“*DSHS*”) Environmental Lead Reduction Rules. In addition, all work performed shall meet or exceed all applicable local code, ordinances, and regulations and comply with all applicable federal and state laws and regulations.

26.2 CONTRACTOR will work each weekday, Monday-Friday, 8:00am-5:00pm, Central Time, unless otherwise authorized, in writing by CITY to work other hours or days.

26.3 CONTRACTOR shall submit copies of certifications, respiratory fit tests and proof of insurance to CITY’s San Antonio Green and Healthy Homes Program Manager prior to commencing any lead hazard control work.

26.4 CONTRACTOR shall submit DSHS notifications/amendments and copy the assigned environmental consultant and CITY’s staff prior to start of lead hazard control work. CONTRACTOR is responsible for updating the notification when deemed necessary.

26.5 CONTRACTOR shall be responsible, at its sole costs, for any costs associated with failed clearances, which include but not limited to: dust wipes, soil samples, visuals, and environmental consultant’s fees.

26.6 CONTRACTOR shall be responsible for, at its sole costs, for any costs associated with exceeding the allotted time for lead hazard control work to include relocation costs and other related expenses.

26.7 CONTRACTOR shall be responsible for securing the job site and ensuring unauthorized persons do not enter the designated area of containment.

26.8 CONTRACTOR shall submit a close-out package with final invoice, in the form and containing information requested by the CITY, at the end of each project to include, but not limited to: copies of DSHS notifications, daily job site logs, and waste manifest for an EPA regulated landfill.

26.9 CONTRACTOR shall obtain and close out permits as required through CITY’s Developmental Services Department.

26.10 CONTRACTOR shall utilize the Fixed Cost Unit List attached hereto as Exhibit “B” to determine costs of lead hazard work on any given project. (Note: The Fixed Cost Unit list may be updated by the CITY on a bi-annual basis, or when deemed necessary and prudent in the sole discretion of the CITY.)

26.11 CONTRACTOR shall have a minimum of two (2) employees on the job site at all times, unless final clearances are pending and no other work is necessary.

26.12 CONTRACTOR shall possess and maintain a U.S. Environmental Protection Agency (“*EPA*”) Remodeling, Renovation and Painting Certification as required by law at all times during the term of this CONTRACT.



26.13 CONTRACTOR shall possess and maintain a DSHS certification for lead abatement contractors as required by law at all times during the term of this CONTRACT.

26.14 CONTRACTOR agrees to follow CITY staff direction on all Projects covered by this contract and further agrees to follow any phasing plans which may be provided by the CITY in writing. If deviation from the phasing plans provided by the CITY is necessary, CONTRACTOR agrees to notify CITY in writing no later than 72 hours in advance of any necessary deviation.

26.15 CONTRACTOR agrees to submit a proposal within two (2) weeks of walkthrough with CITY staff. If the submitted proposal requires more than three (3) revisions, CITY staff shall have the option to proceed to the next available contractor on rotation.

26.15 CONTRACTOR agrees to submit any and all Change Orders to CITY staff for review and approval prior to commencing the requested additional work. CONTRACTOR may request additional day(s) in the CHANGE ORDER; however, CITY staff shall have sole discretion to accept or lower the request number of additional day(s) requested. Failure of CONTRACTOR to follow the Change Order procedure outlined herein may result in no additional days being granted or no payment of the Change Order amount requested.

26.16 CONTRACTOR agrees that CITY staff will have the option, in their sole discretion, to remove CONTRACTOR from the work rotation if: (i) CONTRACTOR refuses six (6) case assignments from the CITY in a calendar year; (ii) CONTRACTOR fails to respond to three (3) case assignments in a calendar year; or (iii) CONTRACTOR withdraws from previously accepted case assignments, up to a total of six (6) case assignments in a calendar year.

26.17 CONTRACTOR agrees to request any necessary visual inspections from CITY staff by providing, at minimum, twenty-four (24) hour advanced written notice to CITY staff.

26.18 In the sole and absolute discretion of the CITY, CONTRACTOR agrees that excessive delays caused by no work undertaken by CONTRACTOR on a daily basis may result CITY's election to terminate this contract for non-performance.

## **ARTICLE XXVII**

### **RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL**

27.1 All finished or unfinished reports, documents, data, studies, surveys, charts, drawings, maps, models, photographs, designs, plans, schedules, or other appended documentation to any proposal or contract, and any responses, inquiries, correspondence and related material submitted by CONTRACTOR shall, upon receipt, become the property of CITY.

27.2 Intellectual Property. CONTRACTOR agrees to abide by the following intellectual property rights:

- (A) CONTRACTOR shall pay all royalties and licensing fees. CONTRACTOR shall hold the CITY harmless and indemnify 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 performance of services under this contract. CONTRACTOR agrees to defend all suits for infringement of any intellectual property rights. Further, if CONTRACTOR has reason to believe that the design, service, process, or product specified is an infringement of an intellectual property right, CONTRACTOR shall promptly give such information to CITY.

- (B) Upon receipt of notification that a third party claims that the program(s), hardware, or both, infringe upon any United States patent or copyright, CONTRACTOR will immediately either:
  - i. Obtain, at CONTRACTOR's sole expense, the necessary license(s) or rights that would allow the CITY to continue using the programs, hardware, or both, as the case may be, or, alter the programs, hardware, or both, so that the alleged infringement is eliminated, and
  - ii. Reimburse the CITY for any expenses incurred by CITY to implement emergency backup measures if the CITY is prevented from using the programs, hardware, or both, while the dispute is pending.
- (C) CONTRACTOR 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 contract, and to assume the expense of any such defense, including costs of investigations, reasonable attorney's fees, expert witness fees, damages, and any other litigation-related expenses and to indemnify the CITY against any monetary damages and/or costs awarded in such suit; provided that –
  - i. CONTRACTOR is given the sole and exclusive control of all negotiations relative to the settlement thereof, but that CONTRACTOR agrees to consult with the CITY ATTORNEY and CITY during such defense or negotiations and will make a good faith effort to avoid any position adverse to the interest of the CITY; and
  - ii. The software or the equipment is used by the CITY in the form, state, or condition as delivered by the CONTRACTOR or as is modified without the permission of the CONTRACTOR, so long as such modification is not the source of the infringement claim; and
  - iii. The liability claimed shall not have arisen out of the CITY's negligent act or omission, and the CITY promptly provides CONTRACTOR with written notice fifteen (15) days following formal assertion of any claim with respect to which the CITY asserts that CONTRACTOR assumes responsibility for under this section.

27.3 Ownership and Licenses. In accordance with Texas law, CONTRACTOR acknowledges and agrees that:

- (A) 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 behalf of the CONTRACTOR as a result of work performance under this contract shall be the subject of any copyright or proprietary claim by CONTRACTOR.
- (B) The term “*local government record*” means 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 any law including an ordinance, or in the transaction of official business.
- (C) CONTRACTOR acknowledges and agrees that all local government records as described above and produced in the course of work covered by the contract will belong to and be the property of the CITY.
- (D) CONTRACTOR further acknowledges and agrees that it shall not, under any circumstances, release any records created during performance of this contract to any entity without the prior written permission of the CITY, unless required to do so by a court of competent jurisdiction.

27.4 City Data. CONTRACTOR agrees to comply with CITY’s Data Governance Administrative Directive 7.12 and Data Security Administrative Directive 7.3a in the same manner required of CITY employees, interns, volunteers and trainees, for City Data arising out of, resulting from, or related to CONTRACTOR’s activities under this contract.

## **ARTICLE XXVIII SUBCONTRACTING**

### 28.1 Subcontracting.

- (A) Notwithstanding anything to the contrary in this CONTRACT, none of the Work or Services performed under this CONTRACT shall be subcontracted without the prior written approval of the CITY. Any Work or Services approved by CITY for subcontracting shall be subcontracted only by written contract or agreement and, unless specific waiver is granted in writing by CITY, shall be subject by its terms to each and every provision of this CONTRACT. Compliance by subcontractors with this CONTRACT shall be the responsibility of CONTRACTOR.
- (B) CONTRACTOR agrees that no subcontract approved pursuant to this CONTRACT shall provide for payment on a “cost plus a percentage of cost” basis

- (C) Despite CITY approval of a subcontract, CITY shall in no event be obligated to any third party, including any subcontractor of CONTRACTOR, for performance of work or services, nor shall CITY funds ever be used for payment of work or services performed prior to Effective Date of this CONTRACT or extending beyond termination of this CONTRACT.
- (D) CONTRACTOR shall ensure that all subcontractors are certified, reputable, and competent. CONTRACTOR shall provide CITY copies of all certificates of its employees, subcontractors, and their employees who will be performing Work which requires a certificate under the Texas Environmental Lead Reduction Rules, as may be amended for time to time. Such certificates shall provide the name of the certified worker and certificate number.

## **ARTICLE XXIX SUSPENSION OF FUNDING**

29.1 Upon the occurrence of any of the following events, (each an “*Event of Default*”) CITY, without limiting or waiving any rights it may otherwise have, may, at its discretion, withhold further payments to CONTRACTOR by providing CONTRACTOR five (5) business days’ written notice specifying the alleged default or failure as well as the action required for cure thereof, if any:

- (A) Neglect or failure by CONTRACTOR to perform or observe any of the terms, conditions, covenants or guarantees of this CONTRACT, or any other valid, written contract or amendment between CITY and CONTRACTOR that continues beyond all applicable notice, grace, and cure periods;
- (B) Finding by CITY, in its reasonable judgment, that CONTRACTOR is in such unsatisfactory financial condition as to endanger performance under this CONTRACT, including, but not limited to:
  - (i) Apparent inability of CONTRACTOR to meet its financial obligations;
  - (ii) Appearance of items that reflect detrimentally on the creditworthiness of CONTRACTOR, including, but not limited to, liens, encumbrances, etc., on the assets of CONTRACTOR; or
  - (iii) CONTRACTOR is delinquent, in the ordinary course of business, in the payment of taxes or in the payment of costs of performance of this CONTRACT;
- (C) Appointment of a trustee, receiver or liquidator for all or a substantial part of CONTRACTOR’s property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against CONTRACTOR;
- (D) The entry by a court of competent jurisdiction of a final order providing for the modification or alteration of the rights of CONTRACTOR’s creditors; or

- (E) Violation by CONTRACTOR of any Legal Requirement to which CONTRACTOR is bound or shall be bound under the terms of this CONTRACT

29.2 Upon the occurrence of an Event of Default, CITY shall grant CONTRACTOR such period of time as CITY, in its sole discretion, deems appropriate to take and complete corrective action, but such period of time shall not exceed ten (10) days to correct monetary Events of Default and thirty (30) days to correct non-monetary Events of Default unless otherwise agreed by CITY. At the end of the applicable remedial period, if any, CITY shall review CONTRACTOR's effort to correct the Event of Default. Upon expiration of the suspension period: (A) Should CITY determine that the Event of Default has been cured, CONTRACTOR may be restored to full compliance status and paid all eligible funds withheld during the suspension period; or (B) Should CITY determine continued non-compliance, the termination provisions of Article XXX may be effectuated.

### **ARTICLE XXX TERMINATION**

30.1 If an Event of Default specified in Section 29.1 continues beyond all applicable notice cure period (if any), CITY may immediately terminate this CONTRACT for cause by providing written notice to CONTRACTOR. CITY also retains the right, in its sole and absolute discretion, to immediately terminate this contract should any compliance issues be raised by the Texas Department of State Health Services during the course of an active abatement.

30.2 Notwithstanding anything to the contrary in this CONTRACT, CITY may terminate this CONTRACT for convenience at any time, in whole or in part, if CITY determines that continuation of this CONTRACT is not in CITY's interest. CITY shall provide CONTRACTOR at least thirty (30) days' advance written notice prior to termination under this Section 30.2; *provided however*, if termination is due to the expenditure, reduction or termination by HUD or the federal government of funds allocated for the Project, termination shall be effective immediately upon CITY providing notice to CONTRACTOR.

30.3 Upon termination of this CONTRACT, CONTRACTOR shall be entitled to receive just and equitable compensation for any Work satisfactorily completed and approved in accordance with this CONTRACT prior to the termination date. The question of satisfactory completion of such Work shall be determined by the CITY alone, and its decision shall be final.

30.4 CONTRACTOR may terminate this CONTRACT for any of the following reasons: (A) cessation of outside funding upon which CONTRACTOR depends for performance hereunder; or (B) upon the dissolution of CONTRACTOR's organization, provided such dissolution was not occasioned by a breach of this CONTRACT.

30.5 Upon decision to terminate by either CITY or CONTRACTOR, the terminating party shall promptly provide written notice to the other party with the effective date of termination. Upon receipt of a termination notice from CITY or determination by CONTRACTOR to terminate this CONTRACT, CONTRACTOR shall immediately cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts which relate to the performance of this CONTRACT. CITY

shall not be liable to CONTRACTOR for any expense, encumbrances, or obligations whatsoever incurred after the date of termination.

30.6 Upon receipt of notice to terminate, all finished or unfinished documents, data, studies, surveys, charts, drawings, maps, models, photographs, designs, plans, schedules, or other appended documentation to any proposal or contract, prepared by or on behalf of CONTRACTOR under this CONTRACT shall, at the option of CITY, and in accordance with Article XXVII, become the property of CITY and shall, if requested or agreed to by CITY, be delivered by CONTRACTOR to CITY in a timely and expeditious manner.

30.7 Within thirty (30) days after the termination date, CONTRACTOR shall submit a statement to CITY indicating in detail the Work performed under this CONTRACT prior to the effective date of termination.

30.8 Termination of this CONTRACT shall not relieve CONTRACTOR from the payment of any sum(s) that shall then be due and payable or become due and payable to CITY hereunder or as provided for at law or in equity, or any claim for damages then or theretofore accruing against CONTRACTOR hereunder or by law or in equity, and any such termination shall not prevent CITY from enforcing the payment of any such sum(s) or claim for damages from CONTRACTOR. Instead, all rights, options, and remedies of CITY contained in this CONTRACT shall be construed and held to be cumulative and no one of them shall be exclusive of the other, and CITY shall have the right to pursue any one or all of such remedies or any such other remedy or relief which may be provided by law or in equity whether or not stated in this CONTRACT.

30.9 Notwithstanding anything to the contrary in this CONTRACT, if CONTRACTOR's Work is not fully completed to the satisfaction of CITY in accordance with the terms of this CONTRACT, CONTRACTOR shall refund any and all sums of money paid by CITY to CONTRACTOR within ten (10) business days of its receipt of CITY's written request.

30.10 Upon termination of this CONTRACT by CITY under Section 29.1, CONTRACTOR shall be barred from future CONTRACTS with CITY absent the express written consent of CITY's City Manager or her designee.

#### **ARTICLE XXXI MISCELLANEOUS**

31.1 Entire Contract; Amendments. This CONTRACT, including any Exhibits attached hereto and thereto, contains the complete and entire understanding and agreement of the Parties with respect to the subject matter hereof and thereof and supersedes all prior and contemporaneous understandings, conditions and agreements, oral or written, express or implied, between the Parties. Except when the terms of this CONTRACT expressly provide otherwise, CITY and CONTRACTOR may amend this CONTRACT (and any Exhibits attached hereto) by an instrument in writing executed by duly authorized by representatives of both parties. Notwithstanding the foregoing, it is understood and agreed by the Parties that applicable changes in local, state and federal rules, regulations or laws shall automatically be incorporated into this CONTRACT without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation, or law.

31.2 Governing Law. THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES ARE PERFORMABLE IN BEXAR COUNTY, TEXAS. THE PARTIES HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE OF TEXAS AND COURTS LOCATED IN BEXAR COUNTY, TEXAS AND AGREE THAT VENUE IS PROPER THEREIN, WITH RESPECT TO ANY DISPUTE, CLAIM, CAUSE OF ACTION OR THE LIKE ARISING FROM OR OUT OF THIS CONTRACT OR ANY RELATED CONTRACT, ARRANGEMENT OR UNDERSTANDING.

31.3 Parties Bound. This CONTRACT shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, except as otherwise provided for herein.

31.4 Severability. In case any one or more of the provisions of this CONTRACT shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision and this CONTRACT shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

31.5 Interpretation. When a reference is made in this CONTRACT to an Article, Section, Attachment, or Exhibit, such reference will be to an Article, Section, Attachment, or Exhibit of this CONTRACT unless otherwise indicated. When a reference is made to this CONTRACT in this CONTRACT, such reference will be to this CONTRACT and the Attachments and Exhibits attached hereto, as this CONTRACT and the Attachments and Exhibits may be amended from time to time in accordance with Section 31.1. The headings in this CONTRACT are for reference only and shall not affect the interpretation of this CONTRACT. Where appropriate, all personal pronouns used herein, whether used in the masculine, feminine or neuter gender, shall include all other genders and singular nouns used herein including the plural and vice versa. In the event any issue should arise between the Parties pertaining to the interpretation or meaning of any part of this CONTRACT or its governing rules, regulations, or laws, CITY, as the Party ultimately responsible to HUD for matters of compliance, shall have the final authority to render or secure an interpretation.

31.6 Assignment. CONTRACTOR shall not transfer, pledge, or otherwise assign this CONTRACT, any interest in and to same, or any claim arising thereunder, without first procuring the written approval of CITY, which may be withheld in its sole discretion. Any attempt at transfer, pledge or other assignment shall be void *ab initio* and shall confer no rights upon any third person. If an assignment is made without obtaining the CITY's written consent, CITY shall have the option, in its sole discretion, to immediately terminate this CONTRACT.

31.7 Waiver. No waiver by CITY of a breach of any of the terms, conditions, covenants, or guarantees of this CONTRACT shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of CITY to insist in any one or more cases upon the strict performance of any of the covenants of this CONTRACT, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. No act or omission of CITY shall in any manner impair or prejudice any right, power, privilege, or remedy

available to CITY hereunder or by law or in equity; such rights, powers, privileges, or remedies to be always specifically preserved hereby. No representative or agent of CITY may waive the effect of the provisions of this Section 31.7.

31.8 Legal Expenses for Adversarial Proceedings. Under no circumstances will the funds received under this CONTRACT be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against CITY or any other public entity. During the term of this CONTRACT, if CONTRACTOR files and/or pursues an adversarial proceeding against CITY then, at CITY's option, this CONTRACT and all access to the funding provided for hereunder may terminate. CONTRACTOR, at CITY's sole option, may be ineligible for consideration to receive any future funding while any adversarial proceeding against CITY remains unresolved. For purposes of this Section 31.8, "*adversarial proceeding*" includes any cause of action filed by CONTRACTOR in a state or federal court, as well as any state or federal administrative hearing, but does not include alternative dispute resolution proceedings.

31.9 Notices. All notices, demand, requests, and other communications hereunder shall be in writing and shall be deemed to have been given: (A) when delivered by hand (with written confirmation of receipt); (B) one (1) business day after being sent by reputable private courier service for next business day delivery (receipt requested); or (C) five (5) business days after being deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested. A Party's rejection or other refusal of a notice, demand or request submitted by the other Party, or the inability to deliver such communications because of changed address of which no notice was given as herein required, shall be deemed to be receipt of the notice, demand or request sent. All notices, demands, requests or other communications to be sent to a Party must be sent to or made at the address set forth below or at such other address as such Party may specify by providing at least thirty (30) days' prior written notice thereof to the other Party in accordance with this Section 31.9.

CITY:

City of San Antonio  
Neighborhood and Housing Services Department  
Attention: Director  
P.O. Box 839966  
San Antonio, Texas 78283-3966  
Attention: Grants Administrator

CONTRACTOR:

TLI & Environmental Services, Inc.  
P.O. Box 482  
Kempner, Texas 76539  
Attention: Reynaldo Medrano, President

31.10 CONTRACTOR's Documents. CONTRACTOR understands that the preparation and execution of any and all documents between CONTRACTOR and any third party in furtherance of this CONTRACT and the Services to be provided hereunder is the sole



responsibility of CONTRACTOR; therefore, CONTRACTOR agrees and warrants that any such documents shall contain all provisions that will adequately protect CITY's interests and prevent CITY from incurring any liability thereunder.

31.11 Independent Contractor. CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner or joint venturer of CITY. CITY is interested only in the results achieved by the services of the CONTRACTOR, and the manner of legally achieving those results is the responsibility of the CONTRACTOR. CITY is not responsible for deducting, and shall not deduct, from payments to CONTRACTOR any amounts for withholding tax, FICA, insurance or other similar item relating to CONTRACTOR or CONTRACTOR's employees. Neither CONTRACTOR nor its employees shall be entitled to receive any benefits which employees of CITY are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or social security on account of their work for CITY.

31.12 Savings Clause. If any provision of this CONTRACT, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this CONTRACT, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby; provided, however, CITY shall have the option, in its discretion, to terminate this CONTRACT and require the immediate repayment of any funds which may have been advanced hereunder within ten (10) business days after written request therefor if: (A) any provision of this CONTRACT, or the application of such provision to any person or circumstance, shall be held invalid by a court, and as a direct result of such invalidity, CITY is in material non-compliance with applicable federal or HUD statutes, regulations or rules and is required to repay to HUD or the federal government any funds which may have been advanced hereunder; or (B) HUD makes a determination that the Services provided fail to comply with applicable HUD or federal statutes, regulations or rules and requires CITY to repay to HUD or the federal government any funds which may have been advanced hereunder.

31.13 Notification of Action Brought. In the event any claim, demand, suit, proceeding, cause of action or other action (collectively, a "*Claim*") is made or brought against CONTRACTOR, CONTRACTOR shall give written notice thereof to CITY within two (2) business days after itself being notified. CONTRACTOR's notice to CITY shall state the date and hour of notification to CONTRACTOR of the Claim; the names and addresses of those instituting or threatening to institute the Claim, the basis of the Claim; and the name(s) of any others against whom the Claim is being made or threatened.

31.14 Headings. The headings in this CONTRACT are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

31.15 Errors and Omissions. Subject to the terms of this CONTRACT, neither Party hereto shall be prejudiced in any way by inadvertent errors or omissions made by such Party in connection with this CONTRACT. Upon the discovery of an inadvertent error or omission by either Party hereto, appropriate adjustments to this CONTRACT shall be made as soon as practicable to restore the Parties to the fullest extent possible to the position they would have been in had no such inadvertent error or omission occurred.

31.16 Counterparts. This CONTRACT may be executed in any number of multiple counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Each such counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument.

---

*[Signatures on the Following Page]*

IN WITNESS WHEREOF, the undersigned parties have executed this CONTRACT on the dates shown below to be effective as of the *Effective Date*.

**CITY OF SAN ANTONIO,**  
a Texas municipal corporation

By: \_\_\_\_\_  
VERONICA GARCIA  
Director  
Neighborhood and Housing  
Services Department

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

**TLI & ENVIRONMENTAL SERVICES, INC.**  
a Texas corporation

By:  \_\_\_\_\_  
REYNALDO MEDRANO  
President

Date: 28 Mar 25

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
JOE GUILLAUMIN  
Assistant City Attorney

**ATTACHMENT:**

Exhibit "A" – Lead Specifications

Exhibit "B" – Contractor Fixed Unit Cost List and Specifications Manual

Line Items		Unit of Meas.	Average Price
<b>MOBILIZATION</b>			
1	Set-up Interior Containment	SF	\$ 1.43
2	Set-up Mini Containment	EA	\$ 271.42
3	Set-up Exterior Containment	SF	\$ 1.63
4	Remove all keyed entrance door locks and install temporary construction locks (not every project will need this). Install original locks at the end of the project.	EA	\$ 117.96
5	TxDSSH notification (to include administration cost)	JB	\$ 204.01
6	CoSA permit (to include administration cost)	JB	\$ 384.77
<b>ROOF SYSTEM</b>			
7	Remove and replace deteriorated fascia board at perimeter of roof	LF	\$ 10.31
8	Replace all damaged and deteriorated soffit material with new to match Existing	SF	\$ 10.72
9	Remove and replace deteriorated gable vents	EA	\$ 271.15
10	Replace deteriorated wood deck with 1/2" OSB plywood	SF	\$ 12.48
11	Patch shingle roof to match existing	SF	\$ 24.52
12	Patch built up roof to match existing up to 100 SF	EA	\$1,014.17
13	Remove and replace gutters	LF	\$ 22.92
14	Provide temporary mastic patch on existing roof	LF	\$ 14.97
<b>PORCHES</b>			
15	Remove existing ceiling from front porch or rear porch and install new 1 /2" plywood ceiling to match existing	SF	\$ 10.48
16	Remove deteriorated flooring on front porch and replace to match existing	SF	\$ 10.55
17	Replace deteriorated wooden posts on front porch with new. Prime all new wood full coverage.	EA	
	A. 4" x 4" treated	EA	\$ 207.58
	B. 4" x 6" treated	EA	\$ 255.71
	C. Decorative columns	EA	\$ 468.13
18	Demolition of porch (up to 240 SF)	SF	\$ 5.97
19	Wet scrape, and prime (1 coat) and paint (2 coats) porch ceiling (includes quarter round)	SF	\$ 7.03
20	Wet scrape, and prime (1 coat) and paint (2 coats) quarter round (to only be used if porch ceiling is not lead positive	LF	\$ 5.58
<b>EXTERIOR WALLS and Roof Eaves</b>			

21	Wet scrape and encapsulate full coverage all exposed exterior wood surfaces. All new wood shall be primed	SF	\$ 8.72
22	Remove and replace all damaged and deteriorated exterior siding with new and matching material. Prime all new wood full coverage	SF	\$ 9.70
23	Wet scrape, prime and paint exterior of house full coverage to include all trim and openings. (2 coats) (soffit to be measured in a straight linear direction to include rafter tails)	SF	\$ 6.67
24	Prepare (following the primer's manufacture recommendations) aluminum siding and apply one coat of quality primer and two coats of quality paint	SF	\$ 6.90
25	Wet scrape, and prime (1 coat) and paint (2 coats) rafter tails. To only be used if soffit and exterior walls are not being worked on.	EA	\$ 20.81
26	Wet scrape, and prime (1 coat) and paint (2 coats) fascia (both sides). To only be used if exterior walls and/or soffit are not being worked on	LF	\$ 13.13
27	Wet scrape, and prime (1 coat) and paint (2 coats) soffit with rafter tails (to be measured in a straight linear direction. Only to be used if walls are not being worked on	SF	\$ 7.75
28	Wet scrape, and prime (1 coat) and paint (2 coats) soffit without rafter tails (to be measured in a straight linear direction. Only to be used if walls are not being worked on	SF	\$ 7.70
29	Prime (1 coat) and paint (two coats) exposed wood only.	SF	\$ 5.56
30	Remove and replace cement siding	EA	\$ 35.17
31	Removal of underpinning	SF	\$ 5.14
32	Removal and replacement of underpinning	SF	\$ 46.94
<b>WINDOWS</b>			
33	Replace deteriorated interior window trim with new and matching window trim (Use No. 2 grade wood)	LF	\$ 7.85
34	Replace deteriorated exterior window trim with new and matching window trim (Use No. 2 grade wood)	LF	\$ 8.11
35	Remove and replace window stops	EA	\$ 23.98
36	Remove top and bottom sashes, wood stops and install new, custom, retrofit vinyl window to fit existing opening 1-8 SF (Homeowner has a choice of window style)	EA	\$ 536.85
37	Remove top and bottom sashes, wood stops and install new, custom, retrofit vinyl window to fit existing opening up to 8-16 SF (Homeowner has a choice of window style)	EA	\$ 613.81

38	Remove top and bottom sashes, wood stops and install new custom, retrofit vinyl window to fit existing opening 16+ SF (Homeowner has a choice of window)	EA	\$ 695.38
39	Remove top and bottom sashes, wood stops and install new stock 3'0x5'0 windows (includes associated trim to seal window)	EA	\$ 651.83
40	Remove existing wood sash window, address friction and impact points then reinstall	EA	\$ 398.42
41	Remove top and bottom sashes, wood stops and install new custom, retrofit vinyl, tempered glass window to fit existing opening 1-8 SF (Homeowner has a choice of window style)	EA	\$ 627.48
42	Remove top and bottom sashes, wood stops and install new custom, retrofit vinyl, tempered glass window to fit existing opening up to 8-16 SF (Homeowner has a choice of window style)	EA	\$ 753.73
43	Remove top and bottom sashes, wood stops and install new custom, retrofit vinyl, tempered glass window to fit existing opening 16+ SF (Homeowner has a choice of window)	EA	\$ 808.52
44	Remove top and bottom sashes, wood stops and install new stock 3'0x5'0 tempered glass windows (includes associated trim to seal window)	EA	\$ 682.75
45	Remove rod-iron window guards	EA	\$ 81.69
46	Remove windows and cover with plywood	EA	\$ 216.29
47	Remove windows and cover with matching siding and drywall (dry wall to be taped, floated, sanded, and given matching texture and to code)	SF	\$ 73.98
48	Remove windows and cover with matching drywall, according to code, on both sides (dry wall to be taped, floated, sanded, and given matching texture)	SF	\$ 56.10
49	Replace broken sash cords and weights	EA	\$ 215.83
50	Repair wall framing: Replace existing rotted or missing studs and plates with new 2x4 or 2x6 lumber	SF	\$ 7.40
51	Abate window casings	LF	\$ 9.77
52	Abate windowsills and aprons (one linear measurement).	LF	\$ 11.75
53	Stabilize interior window casings (exterior will be included in exterior stabilization square footage).	LF	\$ 5.44
54	Paint windowsill and apron (one linear measurement) with one coat quality primer and two coats quality paint	LF	\$ 5.12

#### DOORS

55	Remove old screen door and replace with new aluminum storm door and complete hardware	EA	\$ 571.71
56	Remove and replace deteriorated door casing (match existing)	LF	\$ 22.19
57	Abate door casings. Prep and repaint.	LF	\$ 16.88
58	Abate friction and impact points on door, abate entire door jamb, hinges and strike plates, prep and repaint all surfaces	EA	\$ 310.98
59	Abate entire door casings on one side, door jamb, hinges and strike plates. Stabilize remaining surfaces. Prep and repaint all surfaces.	EA	\$ 394.82
60	Abate entire door casings on both sides, door jamb, hinges and strike plates. Prep and repaint all surfaces	EA	\$ 445.42
61	Abate friction and impact points on doors and hinges. Prep and repaint all surfaces.	EA	\$ 225.96
62	Remove door, door casing and jamb. Enclose opening with matching siding (exterior side) and dry wall (interior) (drywall to be taped, floated, sanded, and given matching texture.	EA	\$ 639.34
63	Remove door, door casing and jamb. Install dry wall, according to code, on both sides (drywall to be taped, floated, sanded, and given matching texture.	EA	\$ 577.42
64	Install new interior hollow core wooden flush pre-hung door units including locks and trim/casing, and all related hardware. Bathroom and bedrooms shall have privacy lock. Paint all interior doors full coverage.	EA	\$ 617.60
65	Install new interior hollow core wooden 6-panel pre-hung door units including locks and trim/casing complete. Bathroom and bedrooms shall have privacy lock. Paint or stain all interior doors full coverage	EA	\$ 693.70
66	Replace 36" exterior door with new 36" pre-hung wooden or metal door unit to include:	EA	\$1,481.50
	A. Single dead bolt lock (A & B keyed alike)		
	B. Entry Lock		
	C. Peep Hole (front door only)		
	D. Threshold with vinyl strip		
	E. Weather-strip (metal with felt or vinyl strip)		
	F. New casing and trim complete		
	G. Prime (1 coat) and paint (2 coats)		



67	Replace 32" exterior door with new 32" pre-hung wooden or metal door unit to include:	EA	\$1,393.94
	A. Single dead bolt lock (A & B keyed alike)		
	B. Entry Lock		
	C. Peep Hole (front door only)		
	D. Threshold with vinyl strip		
	E. Weather-strip (metal with felt or vinyl strip)		
	F. New casing and trim complete		
	G. Prime (1 coat) and paint (2 coats)		
68	Remove and install wooden screen door	EA	\$ 280.93
69	Repair wooden screen door	EA	\$ 244.97
<b>INTERIOR WALLS AND CEILINGS</b>			
70	1/2" or 3/8" drywall, tape, float, sand, medium texture	SF	\$ 9.52
71	Remove walls/ceilings	SF	\$ 4.05
72	Prime (1 coat) and paint (2 coats) interior of house, full coverage, to include all trim and openings	SF	\$ 4.89
73	Repair all cracks and poorly taped and floated sheetrock on walls and ceiling	SF	\$ 7.66
74	Install new pre-finished wooden wall paneling over existing walls to include wood trim.	SF	\$ 7.44
75	Remove loose and flaking paint and prepare for paint. Apply one coat quality primer and two coats quality paint	SF	\$ 4.98
76	Wet scrape, prime (1 coat) and paint (1 coat), apply either a stamp, label, or stencil of "Danger: Lead Based Paint" (2" lettering) (permanent ink) in approximately every 2 feet in both horizontally and vertically on all components) To be used for the purposes of enclosure.	SF	\$ 6.63
77	Apply either a stamp, label, or stencil of "Danger: Lead Based Paint" (2" lettering) (permanent ink) in approximately every 2 feet in both horizontally and vertically on all components). To be used for the purposes of enclosure.	SF	\$ 3.34
78	Wet scrape, and prime (1 coat) and paint (2 coats) crown molding (if walls are not positive)	LF	\$ 5.64
79	Abate, prime (1 coat) and paint (two coats) crown molding (if walls are not positive)	LF	\$ 10.19
80	Remove and replace wainscoting	SF	\$ 13.68
81	Remove and replace dry wall ceiling according to City code. Includes tape, float, sand and texture	SF	\$ 11.96
<b>CABINETS</b>			



82	Abate and repaint friction and impact points of cabinet doors	LF	\$ 10.75
83	Remove existing wood or metal base, wall, or island cabinets	LF	\$ 27.34
84	Remove existing countertop from base cabinet (does not include plumbing disconnect)	LF	\$ 9.72
85	Replace base or island cabinets (economy grade)	LF	\$ 262.49
86	Replace wall cabinets (economy grade)	LF	\$ 220.03
87	Replace laminated standard countertop with 4" backsplash	LF	\$ 100.67
88	Disconnect, remove, and reinstall sink, water supplies, and drain lines at kitchen sink	EA	\$ 523.80
89	Replace bathroom vanity	EA	\$ 708.50
<b>FLOORS</b>			
90	Remove existing floor covering throughout house (all layers)	SF	\$ 2.01
91	Install underlayment	SF	\$ 4.10
92	Remove and replace damaged base board (match existing)		
	A. 2" baseboard	LF	\$ 4.83
	B. 4" baseboard	LF	\$ 5.35
	C. 6" baseboard	LF	\$ 6.12
93	Wet scrape, prime (1 coat) and paint (2 coats) baseboard	LF	\$ 5.53
94	Install new sheet vinyl floor covering with threshold to designated floor area of house	SF	\$ 5.74
95	Install new shoe molding	LF	\$ 2.96
96	Install new baseboards		
	A. 2" baseboard	LF	\$ 4.48
	B. 4" baseboard	LF	\$ 5.19
	C. 6" baseboard	LF	\$ 5.97
97	Sand, seal, and varnish existing wood floors	SF	\$ 9.71
98	Install new pad and carpet (Sleeping areas ONLY)	SF	\$ 7.00
99	Final Clean (Interior SF for areas that need to be cleaned, not entire house)	SF	\$ 1.77
<b>MISCELLANEOUS</b>			
100	Haul away all construction related debris and dispose of debris at a landfill (limited to 1 per project)	JB	\$ 891.15
101	Abate paint to substrate.	SF	\$ 10.05

102	Remove soil up to 3" deep	SF	\$ 42.96
103	Backfilling with soil and new sod	SF	\$ 8.72
104	Backfilling with mulch 3" deep	SF	\$ 6.89
105	Remove metal window awning	EA	\$ 94.68
106	Backfilling with gravel 3" deep	SF	\$ 9.02
107	Refinish bathtub	EA	\$ 857.32
108	Removal and disposal of bathtub	EA	\$ 314.98
109	Removal and replacement of ceramic tile	SF	\$ 15.63
110	Install battery operated smoke alarms in all bedrooms and hallways:		
	A: Smoke Detector	EA	\$ 66.75
	B: Combo Smoke and Carbon Monoxide Detector	EA	\$ 98.79
111	Install weather stripping	LF	\$ 6.46
112	Remove and reinstall with same water heater (if already code compliant)	EA	\$1,463.75
113	Remove and reinstall with same water heater and make code compliant	EA	\$2,417.97
114	Remove and reinstall bathroom tile	SF	\$ 15.84
<b>SAFETY</b>			
115	Faucet - Single Lever - Install a new Moen or equal metal, single lever, washerless posi-temp faucet with a 5-year drip-free warranty	EA	\$ 312.61
116	Grab-bars - install grab bars at tub and commode. Install adequate blocking as required. Repair existing wall and install new grab bars to withstand 300 lbs. of point pressure. Bars shall be a minimum of 18 gauge and 1 1/4 inches outside diameter.	EA	\$ 410.88
117	Ramp-wood- Construct a new pressure treated wheelchair ramp to current code. Ramp material to be minimum 2"x6" or 5/4". Include minimum 5"x5" landing at door. Includes post, handrails and concrete pad 3"x3" at end of ramp to prevent wood contact with ground. Fasten all members with screws or cemented coated nails. See HNS general specs.	LF	\$ 158.06
118	Sub-floor-repair - Remove all existing damaged, deteriorated and/or rotted sub-flooring and replace with exterior grade plywood of a thickness to match the thickness of the existing sub- floor as required.	SF	\$ 13.88
119	Floor-Repair - Cut out damaged flooring. Install new tongue and groove flooring flush with existing floor.	SF	\$ 15.12

120	Tile-Vinyl Composition Tile - Install new 12"x12"x1 /8" vinyl composition tile, manufactured by Azrock or equal. Install to manufacture specification. See HNS general specs. (All transitions must be smooth and can not exceed 1/4" rise in 4" run.)	SF	\$ 5.66
121	Roof-metal-repair and paint - Scrape and patch existing metal roof and remove all loose material. Apply two coats of aluminum roof sealer with fiber, apply second coat while first coat is still tacky.	SF	\$ 56.34
122	Roof Sheathing/Decking - Install exterior grade plywood sheathing with "H" clips, grain direction at right angles to rafters nailed 6" O/C with minimum of 8d nails. End joints must fall on center of rafters, stagger all joints. See HNS general specs.	SF	\$ 30.75
123	Shingle-Composition - Install 15 lb. felt, 20-year warranty self-sealing, fiberglass/asphalt strip shingles. Replace all flashing including valleys, roof jacks and metal edge strip. Color selection is H/O choice of in-stock materials.	SF	\$ 27.54
124	Steps-wood repair - Replace all rotted or missing members with new pressure treated material. Fasten with screws or cement coated nails.	LF	\$ 36.02
125	Railing-wood repair - Tighten loose and replace broken and missing balusters. Tighten top and bottom rails and posts. Fasten with screws or cement coated nails. Match existing parts with replacements as close as possible.	LF	\$ 17.39

**Notes:**

**[1] Each unit price item shall include all costs, profit, and overhead required to perform each line item.**

**[2] All Repairs and Installation must be to manufacturer's specification and city code.**



# **LEAD SPECIFICATIONS**

## **NEIGHBORHOOD AND HOUSING SERVICES DEPARTMENT**

1400 South Flores  
San Antonio, Texas 78204  
Telephone  
(210) 207-6629

Revised March 2020

<p align="center"><b>Lead-Based Paint Abatement and Interim Control Specifications</b></p> <p align="center"><b>Neighborhood and Housing Services Department, City of San Antonio</b></p>
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<p align="center"><b>Lead-Based Paint Abatement and Interim Control Specifications</b></p> <p align="center"><b>Neighborhood and Housing Services Department, City of San Antonio</b></p>
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<p><b>Lead-Based Paint Abatement and Interim Control Specifications</b> <b>Neighborhood and Housing Services Department, City of San Antonio</b></p>
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## **Introduction**

Lead is a highly toxic metal that was used for many years in products found in and around our homes. Lead may cause a range of health effects, from behavioral problems and learning disabilities, to seizures and death. Children 6 years old and under are most at risk, because their bodies are growing quickly.

Research suggests that the primary sources of lead exposure for most children are: deteriorating lead-based paint, lead contaminated dust, and lead contaminated residential soil.

The City of San Antonio's Lead-Based Paint Hazard Control Program (LBPHCP) is committed to providing quality lead hazard control services and maximizing outreach efforts within the San Antonio community. The LBPHCP is implemented by the City's Neighborhood and Housing Services Department (NHSD) whose mission is to strategically enhance the quality of life in San Antonio neighborhoods through the development and delivery of revitalization programs and services leveraged by dynamic partnerships.

These specifications are designed to provide the minimum requirements for abatement and lead reduction activities associated with the programs sponsored by the Housing and Neighborhood Services Department. The specifications provide for compliance with the requirements and guidelines of the Environmental Protection Agency, Housing and Urban Development, Occupational Safety and Health Administration, and the Texas Environmental Lead Reduction Rules. The individual consultants may specify more stringent or differing requirements based on the situations at the various houses; however, all aforementioned requirements must be met. **Additionally, the consultants, as a representative for the LBPHCP, have the authority to shut jobs down.** If a satisfactory resolution cannot be reached between the contractor and consultant, LBPHCP personnel will visit the site and make a determination.

<p style="text-align: center;"><b>Lead-Based Paint Abatement and Interim Control Specifications</b> <b>Housing and Neighborhood Services Department, City of San Antonio</b></p>
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## **LEAD-BASED PAINT ABATEMENT AND INTERIM CONTROL SPECIFICATION**

**LEAD-BASED PAINT ABATEMENT:** According to federal regulation and guidelines, lead-base paint abatement is the permanent (defined as designed to last at least 20 years, or, in the case of encapsulation, a twenty year product warranty) elimination of lead-based paint hazards through replacement, enclosure, encapsulation, paint removal, and cleaning to remove lead-contaminated dust. The necessary ancillary work is considered part of the abatement including the preparation, cleanup, disposal, post-abatement clearance testing, record keeping, and applicable monitoring. The following are considered viable abatement alternatives:

**Component Replacement-** Component replacement is the removal of lead painted components and their replacement with new lead-free components. This method is most appropriate for windows, doors, and trim.

**Enclosure-** Enclosure is the covering of lead-base painted surfaces with a rigid material that is mechanically fastened and sealed to prevent the penetration of lead dust into the environment. Enclosure also prevents contact with the lead-based paint. This method is most appropriate for large surface areas such as walls, ceilings, and floors, but may also be used on trim and other building components. The wall or item being enclosed will be labeled as described elsewhere in this specification.

**Encapsulation** -Encapsulation is the covering of lead-base painted surfaces with a durable liquid coating or reinforced coating to prevent contact with the lead-based paint and/or penetration of dust or chips into the environment. For an encapsulant to qualify as an abatement product, it must be durable enough to last at least twenty years. An encapsulate must meet the ASTM Standard Specification for Reinforced Liquid Coating Encapsulation Products for Leaded Paint in Buildings (ASTM E 1797-04) or the Standard Specification for the Non-Reinforced Liquid Coating Encapsulation Products for Leaded Paint in Buildings (ASTM E 1795-04).

**Note:** *In some situations, the LBPHCP may specify the use of an encapsulant as a paint and not as an abatement procedure. When this occurs the testing in accordance with the ASTM Standard Guides is not required.*

**Paint Removal-** Both on-site and off-site removal is considered abatement. Typically, this consists of the application of a chemical stripper or the use of a heat gun. The specific prohibitions include the use a methylene chloride containing chemical and the use of a flame source or heat gun that reaches temperatures above 1100 degrees Fahrenheit. Dry sanding and blasting are not allowed for paint removal.



<p>Lead-Based Paint Abatement and Interim Control Specifications</p> <p>Neighborhood and Housing Services Department, City of San Antonio</p>
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INTERIM CONTROLS. Interim controls are treatments designed to temporarily reduce human exposure or the risk of exposure to lead hazards. These treatments include specialized cleaning, repairs, maintenance, painting, paint stabilization, temporary containment, and education programs. When interim controls are used, on-going monitoring of conditions is necessary and will be performed by LBPHCP.

1.1. GENERAL. Appendix A contains a Glossary/Definitions while a listing of publications/ references is at Appendix B. The requirements of associated publications/ references are adopted by reference.

1.2. Description. This section specifies the overall abatement, interim control, and disposal of lead-based paint (LBP) and controls needed to limit occupational and environmental exposure to lead hazards.

1.2 Extent of Work.

1.2.1. Site specific scopes of work will be written by the consultant and depicted in a table as indicated below. The site specific scope of work will be included in the OPP and the master specifications will be referenced. The data is provided for informational purposes only, and will be based on the best information available at the time of scope of work preparation. Nothing in this section may be interpreted as limiting the scope of work otherwise required by the COSA contract and related documents.

Table 1  
Lead Recommendations

Location	Item	Recommendation
Room or exterior side	Surface	Scrape and Repaint or other requirement
Room or exterior side	Windows	Component Remove or other requirement
Room or exterior side	Doors	Component Remove or other requirement

1.2.2. Pictures showing examples of each may be provided but are not necessary.

1.2.3. A pre-lead or pre-construction walk through will be conducted with LBPHCP personnel prior to beginning.

1.2.4. Lead Standards. The respective lead standards are depicted in Table 2, below.

<p align="center"><b>Lead-Based Paint Abatement and Interim Control Specifications</b>  <b>Neighborhood and Housing Services Department, City of San Antonio</b></p>
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**Table 2**  
**Lead Standards**

Standard/Regulation	Level	Remarks
Consumer Product Safety Commission, Consumer Products, Paint	600 ppm 0.5% (5,000 ppm)	ppm- parts per million, % by weight
Title X, Residential Lead Based Paint Hazard Reduction Act of 1992	0.5%	% by weight
Texas Environmental Lead Reduction Rules (TDSHS)	0.5%	% by weight
OSHA - 29 CFR 1926.62 - Lead in Construction; Interim Final Rule	Any detectable amount	Worker Protection
EPA - 40 CFR 261 -Identification and Listing of Hazardous Wastes	5 PPM TCLP	TCLP- Toxicity Characteristic Leaching Procedure
30 TAC Chapter 335, Subchapter R, Texas Commission of Environmental Quality (TCEQ)	≤1.5 ppm TCLP 1.5 – 5 ppm TCLP 5 ppm TCLP	Construction Debris Class 1 Waste Hazardous Waste

**1.3. Related Work.** Pre-abatement activities including pre-abatement meeting, inspection, notification, permits, submittal approvals, preparations, emergency arrangements and standard operating procedures are considered related work.

**1.3.1. Notification.** Notifications will be submitted to the Department of State Health Services (DSHS) at least seven (7) working days prior to the beginning of an abatement project in accordance with the TELRR, section 295.214.

**1.3.1.1.** Interim control work does not require notification.

**1.3.1.2.** When interim control work takes place where abatement will be performed and the work is under the same specification or plan, then notification is required and all abatement rules apply.

**1.3.1.3.** Copies of all notifications and amendments will be provided to both LBPHCP and the supporting consultant at the time of submittal to DSHS.

**1.3.2. Records.**

**1.3.2.1.** The following records will be maintained on-site during all operations.

- Specifications
- Inspection and/or Risk Assessment

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- Occupant Protection Plan
- Copy of the Lead Firm Certification
- Copies of employee records
  - o Lead Worker and/or Supervisor Certification
  - o Current Lead Training from a Certified Lead Training Provider
  - o Lead Medical Evaluation
  - o Medical Clearance to Wear a Respirator
  - o Respirator Fit Testing documentation within the last 12 months
  - o Respirator Training Documentation
  - o Hazard Communication Training Documentation
- Copy of the Lead Firm's Respiratory Protection Program
- Copy of the Lead Firm's Hazard Communication Program
  - o Chemical Inventory of what is on-site
  - o MSDS for the Chemicals on-site

**1.3.2.2.** The following will be made available upon request by the LBPHCP.

- Health and Safety Plan
- Emergency Preparedness Plan

**1.3.3. Log.** A daily log will be maintained that depicts work that is accomplished, documentation of events during abatement, a roster (sign-in/sign-out log) of all workers performing abatement at the site, and a list of visitors.

**1.4. Regulated Area.** There will be one entrance/exit into and out of the regulated area.

**1.4.1.** A regulated area will be established with red and black letter barrier tape containing the words: "Danger Lead".

**1.4.2.** The regulated area will be ten (10) feet from the house if exterior work is being performed and five (5) feet from the house if only interior work is being performed. In some situations the property line, fences or other structures may prohibit the positioning of the barrier 10 feet from the house.

**1.4.3.** Signs will be posted on all four sides of the regulated area and at the entrance to the house. The signs will read and meet the requirements of 29 CFR §1926.62. The sign will be in both English and Spanish.

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WARNING  
LEAD WORK AREA  
POISON  
NO SMOKING OR EATING

1.4.4. A tacky mat will be used just inside all entrances to all houses that are occupied during the lead work and at other times based on the discretion of the consultant.

1.4.5. Only DSHS lead certified and DSHS personnel are allowed in the regulated area.

1.5. Washing/Decontamination/Eating Facilities.

1.5.1. At a minimum, the personnel washing facilities will consist of two buckets of clean water that will be changed at least twice a day. The water will be collected for disposal in accordance with the characteristics of the lead content (TCLP analysis) or filtered through a filter of 5.0 microns and then poured down the sanitary sewer. Do not pour it on the ground or into the storm sewer. The filters with collected material should be disposed of with the lead base paint that has been removed from other parts of the dwelling.

1.5.2. Clean disposable cloths will be provided for drying and cleaning of the face, arms, and hands.

1.5.3. Eating facilities will be away from the area and upwind. Under no circumstances will eating or drinking be allowed within the regulated area.

1.5.4. If only the two bucket washing facility is used, it will be located at the entrance exit to the regulated area. Six (6) mil thick or equivalent tear resistant bags will be available for containing used rags and disposable suits.

1.5.5. Personnel Exiting Procedures. Whenever personnel exit the lead-controlled area, they shall perform the following procedures and shall not leave the work place wearing any exposed clothing or equipment worn during the work day.

1.5.5.1. Vacuum themselves off.

1.5.5.2. Remove protective clothing by reverse rolling of the coveralls and place them in an approved impermeable disposal bag.

1.5.5.3. Wash hands and face.

1.5.5.4. Clean the respiratory protection equipment.

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**1.6. Containment.**

**1.6.1.** Under certain circumstances, the consultant may require the containment to be under negative pressure. All containments that are under negative pressure will have a minimum of four air changes per hour. If the containment is very small, such as around a window, the negative pressure can be achieved with a HEPA vacuum. A critical barrier on the interior of the house that allows for removal of a window or door from the outside is not considered a containment.

**1.6.2.** A tacky mat will be used at the entrances to all containments.

**1.7. Abatement/Interim Control Measures.** The specific requirements for abatement and interim control measures are in paragraph 6.0, Work Procedures, below.

**1.8. Cleaning.** Cleaning will always consist of wet wiping and HEPA vacuuming. It will be from top-to-bottom and clean-to dirty.

**1.8.1. Abatement.** The three pass method will be used for all abatement projects and include all surfaces (vertical and horizontal) within the contained area.

**1.8.1.1. HEPA Vacuum.** All surfaces will be HEPA vacuumed until all visible dust/chips/other particulates are removed.

**1.8.1.2. Wet Wipe.** All wiping will be done with a detergent solution containing Trisodium Phosphate on painted surfaces. The purpose is to ensure that all oil and grease is removed and de-ionization of the particles to allow efficient pick-up of any remaining particulates. Floors with certain finishes may be damaged by the use of Trisodium Phosphate; however, the floors must still be wiped free of any dust or other particulates.

**1.8.1.2.1.** All wet wiping/mopping materials will be disposable and will be changed frequently.

**1.8.1.2.2.** The final wipe will be a one pass wipe.

**1.8.1.2. HEPA Vacuum.** All surfaces will again be vacuumed. The outer and contact portion of the vacuum wand will be wiped prior to the last vacuuming.

**1.8.2. Interim Control Measure of Dust Reduction.** Dust reduction via the interim control measure will use the two pass cleaning method and consist of vacuuming and wiping all horizontal surfaces (parallel to the floor).

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**Note:** *This does not mean that lead dust cannot stick to vertical surfaces; however, houses that have not undergone renovation or abatement seldom have lead on a vertical surface greater than 20 micrograms per cubicfoot.*

**1.8.2.1. HEPA Vacuuming.** All horizontal surfaces are vacuumed.

**1.8.2.2. Wet Wiping.** The three bucket technique will be used. All wiping will be done with a detergent solution containing Tri-sodium Phosphate except as noted above (paragraph 1.8.1.2). The purpose is to ensure that all oil and grease is removed as well as maximize particle removal.

**1.9. Clearances.** The type of work being performed dictates the type of clearance. Composite dust wipe samples will not be performed.

**1.9.1.** The supporting consultant will be notified **at least 24 hours** in advance of the desired clearance and will not perform clearance that requires sampling after 3:00 pm.

**1.9.2.** A visual examination of the worksite will always be conducted. The purpose of this visual examination is to ensure that all work was in fact completed and that no visible settled dust or debris are present. If the site does not pass the visual examination, the clearance will be terminated and the contractor must re-clean.

**1.9.3. Exterior paint work only.** Visual.

**Note:** *Soil samples may be taken for comparison to the pre-work samples to determine **if** gross soil contamination has occurred. All cover or replacement soil will be tested prior to distribution on yard to ensure that the lead level is below 400 ppm.*

**1.9.4. Friction/Impact points.** A visual inspection will be conducted by the consultant or LBPHCP staff to verify that adequate paint has been removed at least 1 inch from the friction/impact points. Friction and impact surfaces include hinges and latches. All paint will be removed from hinges, latches, and other window and door hardware. After final cleaning, wipe samples will be collected.

**1.9.5. Component removal and paint removal (Chemical and/or Heat Gun).** Visual to verify removal and wipe sampling in accordance with the requirements of the TELRR, section 295.212, paragraph d(9).

**1.9.6. Enclosure.**

**1.9.6.1.** Visual prior to enclosing the item or wall to verify that the item or wall is labeled "Lead-Based Paint". The label will contrast to the item or wall, be at least four

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inches tall, and at all perimeters and middle of the item or wall. A visual is required to verify proper labeling prior to enclosure.

1.9.6.2. Visual to ensure that the mechanical fastening system used to hold the enclosure to the substrate is adequate and it is dust tight.

1.9.7. Encapsulate. Visual to ensure the encapsulant is in-place on all necessary surfaces.

1.9.8. Notification of Results.

1.9.8.1. Visual. The supporting consultant will notify the contractor and LBPHCP of the results immediately after conducting the visual clearance.

1.9.8.2. Samples. The supporting consultant will notify the contractor and LBPHCP of the results within two hours after the hard copy of the results are received from the laboratory. Verbal notification to the contractor and LBPHCP is adequate as long as the hard copy of the laboratory results are at the consultants' office and are available for hard copy transmission upon request

1.10. Waste Disposal. The wastes from the work on target or HUD grant housing can be disposed of as household waste at a licensed landfill. See Paragraph 5.0, below.

2.0. SUBMITTALS. Pre and Post Submittals are not described in this specification because they are covered in the contract documents with the LBPHCP.

3.1. CONTRACTOR and PERSONNEL.

3.2. Lead Firm. The contractor must be a certified lead firm.

3.3. Subcontracting. Subcontracting is not allowed without prior written approval from LBPHCP.

3.4. Personnel. All workers and supervisors performing lead work will be certified by the TDSHS to include the following.

3.4.1. Current training provided by a TDSHS certified training provider.

3.4.2. Current medical examination to include blood testing and clearance to wear respiratory protection.

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3.3.3. Respiratory Fit-Testing within one year. The fit-testing person must be qualified to perform the fit-testing as described by OSHA to include either 32 or 40 hour respiratory protection training.

#### 4.0. EQUIPMENT and SUPPLIES.

4.1. Polyethylene sheet in a roll size to minimize the frequency of joints shall be four (4) or six (6) mil thick depending on the situation and at the discretion of the consultant.

*Note: Poly may cause deterioration of finished floors; therefore, paper or cardboard should be used to protect the floors where poly is required.*

4.2. Polyethylene disposable bags shall be six (6) mil thick or equivalent tear resistance.

4.3. Duct tape and adhesive spray will be capable of sealing joints in adjacent polyethylene sheets and for attachment of polyethylene sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of water. Staples and nails will not be used without supporting tape or tacking strips. Masking tape will not be used for sealing containment.

4.4. HEPA filtered exhaust systems shall be used during heavy dust generating abatement operations and with containments when required by the consultant. This system is commonly called a negative air machine designed for use during a lead or asbestos abatement that is capable of filtering the air through a pre-filter, intermediate filter, and HEPA filter.

4.5. A HEPA vacuum system will be used to vacuum the particulates. It must contain a pre-filter, intermediate filter, and HEPA filter and be designed for lead and/or asbestos abatement. It does not include a shop vacuum equipped with a HEPA filter. The HEPA vacuum system must meet the ASTM Standard F 1977-04, Standard Test Method for Determining Initial, Fractional, and Filtration Efficiency of a Vacuum Cleaner System.

4.6. All caustics/strippers shall be properly labeled and containerized in leak tight containers. The MSDS will be available on site at all times that the chemical is on site, all personnel will be trained in its use, and recommended PPE provided.

4.7. Machine sanding equipment shall be of the dual action, rotary action, orbital or straight line system type, fitted with a high efficiency particulate air (HEPA) dust pick-up system.

4.8. Electrically operated, heat blower (gun) shall be a flameless electrical paint softener type. Heat blowers shall have electronically controlled temperature settings to allow usage below a temperature of 1100 degrees Fahrenheit. Heat blowers shall be double insulated type (non-



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grounded) 110/120 volt, AC application. Heat blowers shall be equipped with various nozzles to cover all common applications (cone, fan, glass protector, spoon reflector, etc.).

4.9. Chemical strippers shall contain no methylene chloride products. Chemical strippers shall be compatible with, and not harmful to the substrate that they are applied to. Chemical removers used on masonry surfaces shall contain anti-stain formulation that inhibits discoloration of stone, granite, brick and other masonry construction. Chemical strippers used on interior surfaces shall not raise or discolor the surface being abated. The MSDS will be available on site at all times that the chemical is on site, all personnel will be trained its use, and recommended PPE provided.

4.10. Chemical stripping agent neutralizers shall be compatible with and not harmful to the substrate that they are applied to. Neutralizers shall be compatible with the stripping agent that has been applied to the surface substrate. The MSDS will be available on site at all times that the chemical is on site, all personnel will be trained its use, and recommended PPE provided.

4.11. Personal Protective Equipment. Personnel shall wear and use protective clothing and equipment as specified herein. Eating, smoking, or drinking is not permitted in the lead control area. No one will be permitted in the lead control area unless they have been given appropriate training and protective equipment. The level and type of protection will be based on the contractor's assessment and/or Job Hazard Analysis.

4.11.1. Respirators. The lead contractor shall supply workers and supervisory personnel with NIOSH approved respirators and P100 filters. Respiratory protection shall be implemented for all work performed by the Abatement Contractor under this Section. The respirators shall be sanitized and maintained according to the manufacturer's specifications. Disposable respirators shall not be considered acceptable under any circumstances. The lead contractor will maintain on-site a sufficient supply of P100 filters to allow workers and supervisory personnel to change contaminated filters per manufacturer's recommendations or when breathing resistance is encountered. If chemicals are used, stacked cartridges will be used containing both the P100 and an acid gas/organic vapor filter or as the MSDS for the chemical recommends. The lead contractor is solely responsible for means and methods used and for compliance with applicable regulations such as 29 CFR §1910.134 and 29 CFR §1926.62.

4.11.1.1. Half-face piece, negative pressure, air purifying respirators equipped with high efficiency filters for airborne lead dust levels not in excess of  $0.5 \text{ mg/m}^3$  (10 times the Permissible Exposure Limit) shall be used during component removal and enclosure abatement methods.

4.11.1.2. Full face piece Powered Air Purifying Respirators (PAPRs) with high efficiency filters for airborne dust levels not in excess of  $2.5 \text{ mg/m}^3$  (50 times the

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Permissible Exposure Limit) will be required during all abatement demolition methods and encapsulation surface preparation methods and as required by OSHA §1926.62.

**4.11.1.3.** Respiratory protection at a level providing greater protection above the PAPR should not be required. If this is necessary, discuss the appropriate respiratory protection with the supporting consultant.

**4.11.1.4.** Respirators will not be removed until the worker enters the washing area.

**4.11.1.5.** Respirators shall be individually assigned to removal workers for their exclusive use. All respiratory protection shall be provided to workers in accordance with the contractor's approved respiratory protection program. A copy of this program shall be kept at the worksite.

**4.11.1.6.** Workers must perform negative and positive pressure fit checks each time a respirator is put on, whenever the respirator design so permits.

**4.11.1.7.** Powered air purifying respirators (PAPR) shall be tested for adequate flow as specified by the manufacturer.

**4.11.2. Eye Protection.** Particulate and chemical protective goggles differ with respect to the ventilation openings. The ventilation openings for chemical protective goggles do not allow splashes to enter directly through the ventilation openings.

**4.11.2.1. Particulate.** During component removal and enclosure, particulate eye protection is recommended.

**4.11.2.1. Chemical.** During encapsulation and chemical stripping, chemical eye protection is recommended.

**4.11.3. Skin Protection.** Skin protection includes, but is not limited to, gloves and face protection.

**4.11.3.1. Face Protection.** During chemical stripping, face protection is required. This can be in the form of a face shield with goggles or a full face piece respirator.

**4.11.3.2. Hand Protection.** Gloves will be provided and used during all operations involving the use of chemicals. The specific type will be in accordance with the manufacturer's recommendations. During component removal, work gloves will be provided that is based on the contractor's hazard assessment and/or Job Hazard Analysis.

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4.11.4. Foot Protection. Foot protection will be provided based on the contractor's hazard assessment and/or Job Hazard Analysis. Under no circumstances will tennis shoes or other types of cloth shoes be acceptable.

4.11.5. Clothing. Disposable coveralls will be provided to all workers and supervisors within a regulated area when lead work is taking place. When chemicals are used, the coveralls must resist the chemical being used.

4.12. Other.

4.12.1. Attach all extension cords and power tools used within the work area to Ground Fault Circuit Interrupters (GFCI). The GFCI will be placed at the beginning of the line circuit (receptacle to extension cord).

4.12.2. Place one fully charged and operable ABC fire extinguishers (at least IOA-20BC) where active work is taking place. A two story house requires a minimum of two fire extinguishers- one upstairs and one downstairs.

4.12.3. When chemicals are being used, eye wash facilities/equipment must be available on site.

4.12.4. Maintain the premises in a clean and orderly condition at all times.

5.1. Waste Disposal.

5.2. For component removal, the components will be placed on poly in the yard and covered with poly.

5.3. The components will be secured to preclude scavenging by neighbors or other personnel.

5.4. Caustic and/or stripper residue will be placed in a leak proof container made of a material designed for the caustic/stripper.

5.6. The debris from the abatement/interim control measures can be taken to a landfill as household wastes or construction debris if the landfill takes such material. An acceptance document from the landfill must be provided as part of the closeout documents.

5.7. Under no circumstances will the debris be taken to private property or other areas and used for fill, erosion control, or any other use. Also, it will not be used for any type of building structure.

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**6.1. Work Procedures.** Work procedures must follow the guidelines in the EPA lead training course material. This material is required to be used by Texas Lead Certified Training Providers.

**Note:** *When misting with amended water, care must be taken to use sufficient quantity to control the dust but do not apply too much because scraped areas will further peel during drying.*

**6.2. Exterior Scraping.**

- Active abatement/interim control work must allow for the maintenance of a means of egress

**Note.** *In some instances, work can only occur on only one side of the house at a time and will be specified in the OPP.*

- Poly the interior of the windows where the work is being done
- Spread 6-mil poly on the ground out ten feet from the area being scraped with a 2" x 4" wrapped at the far edge to act as a berm
- Additional 10 feet is required for every story of the structure where work is being performed
- Attach the poly to the house or support structure of the house
- Where 10 feet does not exist on the property, a means will have to be used to preclude distribution of chips onto the adjoining property
- Seal all seams with duct tape
- Scrape the loose paint while misting with amended water
- Personnel
  - Only use TDSHS lead certified personnel
  - Monitor personnel IAW 29 CFR §1926.62
  - Respirators (minimum half face piece) equipped with P100 filters
  - Disposable coveralls
  - Gloves, Eye Protection, etc.
- Provide a DECON station that consist of washing buckets. At the end of the day after all personnel have de-conned, dispose of the dirty water using a filtering system as described in paragraph 1.5.1, above
- Clean the poly at least twice a day by HEPA vacuuming and wet wiping
- If work cannot be completed in one day and the poly must remain overnight, fold the poly from the outer edge, after cleaning, to the edge nearest the house and repeat until the poly is folded against the house
- When scraping is completed and prior to applying primer, call for a visual examination

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- Call for a final clearance when after the primer/final coat has been applied to the exterior

#### 6.2. Exterior Component Removal.

- Active abatement/interim control work must allow for the maintenance of a means of egress

*Note. In some instances, work can only occur on only one side of the house at a time and will be specified in the OPP. Additionally, contact HNSD if additional material needs to be replaced to verify quantities.*

- Cover all openings (windows, doors, etc.) from the interior with 6-mil poly to prevent spread of lead dust into uncontaminated areas
- Spread 6-mil poly below the component being removed and of a large enough area to prevent particles from escaping to the soil
- Place the component on the poly and wrap
- Personnel
  - Only use TDSHS lead certified personnel
  - Monitor personnel IAW 29 CFR §1926.62
  - Respirators (minimum half face piece) equipped with P100 filters
  - Disposable coveralls
  - Gloves, Eye Protection, etc.
- Provide a DECON station that consist of washing buckets. At the end of the day after all personnel have de-conned, dispose of the dirty water using a filtering system dispose of the dirty water using a filtering system as described in paragraph 1.5.1, above
- Proceed to the other sides using the methodology described above
- Call for a clearance when all work is completed
- Contact the city to ensure representation will be available

#### 6.3. Exterior Window Sash Removal.

- Cover and tightly seal the interior of the window with poly to prevent spread of lead dust into uncontaminated areas
- Spread 6-mil poly below the window being removed and of a large enough area to prevent particles from escaping to the soil
- Place the component on the poly and wrap
- Personnel

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- o Only use TDSHS lead certified personnel
  - o Monitor personnel IAW 29 CFR §1926.62
  - o Respirators (minimum half face piece) equipped with P100 filters
  - o Disposable coveralls
  - o Gloves, Eye Protection, etc.
- Provide a DECON station that consist of washing buckets. At the end of the day after all personnel have de-conned, dispose of the dirty water using a filtering system as described in paragraph 1.5.1, above
- Proceed to the other windows using the methodology described above
- Call for a clearance when completed for visual on the preparation of the opening prior to the installation of the new windows

#### **6.4. Exterior Chemical Stripping.**

- Place poly on the ground under the item area being stripped
- Apply the stripper in accordance with the manufacturer's directions
- Remove the paint and stripper residue
- Neutralize the stripper in accordance with the manufacturer's directions
- Personnel
  - o Only use TDSHS lead certified personnel
  - o Monitor personnel IAW 29 CFR §1926.62
  - o Respirators (minimum half face piece) equipped with P100 filters and chemical cartridge as recommended in accordance with the MSDS for the stripper
  - o Disposable coveralls
  - o Gloves, Eye Protection, etc. in accordance with the MSDS for the stripper
- Provide eye washing facilities/equipment
- Provide a DECON station that consist of washing buckets. At the end of the day after all personnel have de-conned, dispose of the dirty water using a filtering system dispose of the dirty water using a filtering system as described in paragraph 1.5.1, above.
- Proceed to the other item to be stripped using the methodology described above
- Call for a clearance prior to repainting

**6.5. Exterior Encapsulation.** If surface preparation is required, the procedures in paragraph 6.1, above, will be followed prior to proceeding with encapsulation. The surfaces must be tested to ensure the encapsulant will be warranted. The test methods are described in ASTM E 1795-0, Standard Specification for the Non-Reinforced Liquid Coating Encapsulation

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Products for Leaded Paint in Buildings; ASTM E 1796-03, Standard Guide for Selection and Use of Liquid Coating Encapsulation Products for Leaded Paint in Buildings; and ASTM E 1797-04, Standard Specification for Reinforced Liquid Coating Encapsulation Products for Leaded Paint in Buildings.

- Active abatement/interim control work must allow for the maintenance of a means of egress

***Note.** In some instances, work can only occur on only one side of the house at a time and will be specified in the OPP.*

- Spread 6-mil poly on the ground out ten feet with a 2' x 4' wrapped at the far edge to act as a berm
- Attach the poly to the house or support structure of the house
- Seal all seams with duct tape
- Apply the encapsulate in accordance with the manufacturer's directions
- Personnel
  - o Only use TDSHS lead certified personnel
  - o Monitor personnel IAW 29 CFR §1926.62
  - o Respirators (minimum half face piece) equipped with P100 filters and cartridges as required by the encapsulant's MSDS
  - o Disposable coveralls
  - o Gloves, Eye Protection, etc.
- Provide a DECON station that consist of washing buckets. At the end of the day after all personnel have de-conned, dispose of the dirty water using a filtering system as described in paragraph 1.5.1, above
- Clean the poly at least twice a day by HEPA vacuuming and wet wiping
- If work cannot be completed in one day and the poly must remain overnight, fold the poly from the outer edge, after cleaning, to the edge nearest the house and repeat until the poly is folded against the house
- Call for a clearance when completed

**6.6. Exterior Enclosure.** Exterior enclosure normally requires disturbance of paint (nailing, pounding, fitting, etc.); therefore, it is important to protect the soil and keep dust from entering the house.

- Active abatement/interim control work must allow for the maintenance of a means of egress

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**Note.** *In some instances, work can only occur on only one side of the house at a time and will be specified in the OPP.*

- Poly the interior of the windows where the work is being done
- Spread 6-mil poly on the ground out ten feet with a 2" x 4" wrapped at the far edge to act as a berm
- Attach the poly to the house or support structure of the house
- Seal all seams with duct tape
- Label as described in paragraph 1.9.6, above and call for labeling verification
- Apply the enclosure
- Personnel
  - o Only use TDSHS lead certified personnel
  - o Monitor personnel IAW 29 CFR §1926.62
  - o Respirators (minimum half face piece) equipped with P100 filters
  - o Disposable coveralls
  - o Gloves, Eye Protection, etc.
- Provide a DECON station that consist of washing buckets. At the end of the day after all personnel have de-conned, dispose of the dirty water using a filtering system as described in paragraph 1.5.1, above
- Clean the poly at least twice a day by HEPA vacuuming and wet wiping
- If work cannot be completed in one day and the poly must remain overnight, fold the poly from the outer edge, after cleaning, to the edge nearest the house and repeat until the poly is folded against the house
- Call for a clearance when completed

#### **6.7. Soil Removal.**

- Drape poly over all openings on the side of the house where the soil is being removed
- Remove the contaminated soil.

**(Note:** *The depth will be determined by the supporting consultant.*)

- Call for a visual after the soil has been removed and prior to soil replacement
- Replace with soil containing less than 400 ppm of lead



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*(Note: The requirement will be determined by the supporting consultant with the LBPHCP personnel determining the type of cover. The soil will be on-site for sample collection and testing prior to distribution.)*

- Additional sampling may be required

6.8. Removal of Interior Component.

- Place a tacky mat at all entrances to the house. (See paragraph 1.4.4, above.)
- Build a mini containment or contain the room
- Place a tacky mat at the entrance to the containment
- Spread 6-mil poly on the floor
- Remove the component by hand wrestling
- Place the component on the poly and wrap
- Personnel
  - Only use TDSHS certified lead personnel
  - Monitor personnel IAW 29 CFR §1926.62
  - Respirators (minimum half face piece) equipped with P100 filters
  - Disposable coveralls
  - Gloves, Eye Protection, etc.
- HEPA vacuum the floor and wet wipe as described in paragraph 1.8, above
- Call for a clearance when all work is completed
- Provide a DECON station that consist of washing buckets. At the end of the day after all personnel have de-conned, dispose of the dirty water using a filtering system as described in paragraph 1.5.1, above

6.9. Scrape and Prime Interior Components.

- Place a tacky mat at all entrances to the house. (See paragraph 1.4.4, above.)
- Build a mini containment or contain the room
- Place a tacky mat at the entrance to the containment
- Secure 6-mil poly on the floor
- Scrape all loose and flaking paint
- Prime component
- Personnel
  - Only use TDSHS certified lead personnel
  - Monitor personnel IAW 29 CFR §1926.62
  - Respirators (minimum half face piece) equipped with P100 filters

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- o Disposable coveralls
  - o Gloves, Eye Protection, etc.
- HEPA vacuum the floor and wet wipe as described in paragraph 1.8, above
- HEPA vacuum the component and wet wipe as described in paragraph 1.8, above
- Call for a clearances when all work is completed
- Provide a DECON station that consist of washing buckets. At the end of the day after all personnel have de-conned, dispose of the dirty water using a filtering system as described in paragraph 1.5.1, above.

**6.10. Removal of Doors- without Removal of Door Components.**

- Place a tacky mat at all entrances to the house. (See paragraph 1.4.4, above.)
- Spread 6-mil poly underneath the door
- Either remove the screws from the hinges or remove the hinge pins
- Wet wipe the poly and fold inward for disposal
- Wrap the door in poly and remove from the premises
- Personnel
  - o Only use TDSHS certified lead personnel
  - o Monitor personnel IAW 29 CPR §1926.62
  - o Respirators (minimum half face piece) equipped with P100 filters
  - o Disposable coveralls
  - o Gloves, Eye Protection, etc.
- HEPA vacuum the floor and wet wipe as described in paragraph 1.8, above
- Call for a clearance when completed
- Provide a DECON station that consist of washing buckets. At the end of the day after all personnel have de-conned, dispose of the dirty water using a filtering system as described in paragraph 1.5.1, above.

**6.11. Chemically Strip Interior Components.**

- Place a tacky mat at all entrances to the house. (See paragraph 1.4.4, above)
- Seal 6-mil poly on the floor and up to the component being stripped
- Isolate the room where the work is being performed
- Place a tacky mat at the entrance to the room
- Provide forced air/or negative air in the area where the stripping is occurring and exhaust to the out of doors
- Apply the stripper in accordance with the manufacturer's directions
- Remove the paint and stripper residue

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- Neutralize the stripper in accordance with the manufacturer's directions
- HEPA vacuum and wet wipe
- Proceed to the other items to be stripped using the methodology described above
- Call for a clearances when all items in an isolated area have been stripped but prior to painting and after painting
- Personnel
  - Only use TDSHS lead certified personnel
  - Monitor personnel IAW 29 CFR §1926.62
  - Respirators (minimum half face piece) equipped with P100 filters and chemical cartridge as recommended in accordance with the MSDS for the stripper
  - Disposable coveralls
  - Gloves, Eye Protection, etc. in accordance with the MSDS for the stripper
- Provide eye washing facilities/equipment
- Provide a DECON station that consist of washing buckets. At the end of the day after all personnel have de-conned, dispose of the dirty water using a filtering system dispose of the dirty water using a filtering system as described in paragraph 1.5.1, above.

**6.12. Heat Blower (gun) Removal of Paint from Interior Components.**

- Place a tacky mat at all entrances to the house. (See paragraph 1.4.4, above.)
- Seal 6-mil poly to the floor and up to the component
- Isolate the room where the work is being performed
- Place a tacky mat at the entrance to the room
- Provide forced air/or negative air in the area where the heat application is occurring and exhaust to the out of doors
- The heat gun must not be able to heat above 1100° F
- Use the heat gun in a continuous motion to soften the paint and not burn it
- Use a hand scraper or putty knife to remove the softened paint
- Wet wipe the area, after removing the softened paint, with a detergent containing TSP
- HEPA vacuum and wet wipe
- Proceed to the other items to have the paint removed using the methodology described above
- Call for a clearances when all items in an isolated area have had the paint removed prior to painting and after painting

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- Personnel
  - Only use TDSHS lead certified personnel
  - Monitor personnel IAW 29 CFR §1926.62
  - Respirators (minimum half face piece) equipped with P100 filters
  - Disposable coveralls
  - Gloves and eye protection
- Provide eye washing facilities/equipment
- Provide a DECON station that consist of washing buckets. At the end of the day after all personnel have de-conned, dispose of the dirty water using a filtering system dispose of the dirty water using a filtering system as described in paragraph 1.5.1, above.

**6.13. Encapsulation of Interior Components/Walls.** The surfaces must be tested to ensure the encapsulant will be warranted. The test methods are described in ASTM E 1795-0, Standard Specification for the Non-Reinforced Liquid Coating Encapsulation Products for Leaded Paint in Buildings; ASTM E 1796-03, Standard Guide for Selection and Use of Liquid Coating Encapsulation Products for Leaded Paint in Buildings; and ASTM E 1797-04, Standard Specification for Reinforced Liquid Coating Encapsulation Products for Leaded Paint in Buildings.

- Place a tacky mat at all entrances to the house. (See paragraph 1.4.4, above.)
- Seal 6-mil poly to the floor and up to the component and/or entire floor
- Contain room where the work is being performed
- Place a tacky mat at the entrance to the containment
- Prepare the surface for encapsulation
- Apply the encapsulate
- HEPA vacuum and wet wipe the containment
- Proceed to the other items for encapsulating using the methodology described above
- Call for a clearance when all work is completed
- Personnel
  - Only use TDSHS lead certified personnel
  - Monitor personnel IAW 29 CFR §1926.62
  - Respirators (minimum half face piece) equipped with P100 filters and chemical cartridge in accordance with MSDS for the encapsulate
  - Disposable coveralls
  - Gloves and eye protection
- Provide eye washing facilities/equipment

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- Provide a DECON station that consist of washing buckets. At the end of the day after all personnel have de-conned , dispose of the dirty water using a filtering system dispose of the dirty water using a filtering system as described in paragraph 1.5.1, above.

6.14. Enclosure of Interior Components/Walls. Enclosure normally requires disturbance of paint (nailing, pounding, fitting, etc.).

- Place a tacky mat at all entrances to the house. (See paragraph 1.4.4, above.)
- Seal 6-mil poly to the floor and up to the component and/or entire floor
- Contain room where the work is being performed
- Place a tacky mat at the entrance to the containment
- Label the item/wall to be enclosed as described in paragraph 1.9.6, above and call for labeling verification
- Fasten the enclosure securely to the component or wall
- Seal the enclosure with caulking or tape and floating for sheet rock
- HEPA vacuum and wet wipe the containment
- Proceed to the other items, within the containment, for enclosure using the methodology described above
- Call for a clearance
- Personnel
  - o Only use TDSHS lead certified personnel
  - o Monitor personnel IAW 29 CFR §1926.62
  - o Respirators (minimum half face piece) equipped with P100 filters
  - o Disposable coveralls
  - o Gloves and eye protection
- Provide a DECON station that consist of washing buckets. At the end of the day after all personnel have de-conned , dispose of the dirty water using a filtering system dispose of the dirty water using a filtering system as described in paragraph 1.5.1, above.

6.15. Friction Points/Impact Points.

6.15.1. Window Sashes.

- Active abatement/interim control work can only occur on only one side of the house at a time unless specified in the OPP

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- Cover all openings (windows, doors, etc.) from the interior with 6-mil poly to prevent spread of lead dust into uncontaminated areas
- Spread 6-mil poly below the component the impacted surfaces and of a large enough area to prevent particles from escaping to the soil
- Remove the friction impact points back at least 1" from the contact surface and do not primer until it has been inspected by the consultant or LBPHCP staff
- All hardware must be completely stripped of paint
- Personnel
  - Only use TDSHS lead certified personnel
  - Monitor personnel IAW 29 CFR §1926.62
  - Respirators (minimum half face piece) equipped with P100 filters
  - Disposable coveralls
  - Gloves, Eye Protection, etc.
- Provide a DECON station that consist of washing buckets. At the end of the day after all personnel have de-conned, dispose of the dirty water using a filtering system dispose of the dirty water using a filtering system as described in paragraph 1.5.1. above.
- Proceed to the other sides using the methodology described above
- Call for verification before repainting

**6.15.2. Doors.**

- Place a tacky mat at all entrances to the house. (See paragraph 1.4.4. above.)
- Spread 6-mil poly underneath the door
- Wet wipe the poly and fold inward for disposal
- Personnel
  - Only use TDSHS certified lead personnel
  - Monitor personnel IAW 29 CFR §1926.62
  - Respirators (minimum half face piece) equipped with P100 filters
  - Disposable coveralls
  - Gloves, Eye Protection, etc.
- HEPA vacuum the floor and wet wipe as described in paragraph 1.8, above
- Provide a DECON station that consist of washing buckets. At the end of the day after all personnel have de-conned, dispose of the dirty water using a filtering system as described in paragraph 1.5.1. above.
- Call for verification before repainting

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6.15.3. Miscellaneous Items such as Hinges and Latches.

- Place a tacky mat at all entrances to the house. (See paragraph 1.4.4, above.)
- Spread 6-mil poly underneath the item being removed
- Either remove the screws from the hinges, latches and like items
- Remove all paint from the hinges, latches and other surfaces
- Wet wipe the poly and fold inward for disposal
- Wrap the door in poly and remove from the premises
- Personnel
  - Only use TDSHS certified lead personnel
  - Monitor personnel IAW 29 CFR §1926.62
  - Respirators (minimum half face piece) equipped with P100 filters
  - Disposable coveralls
  - Gloves, Eye Protection, etc.
- HEPA vacuum the floor and wet wipe as described in paragraph 1.8, above
- Provide a DECON station that consist of washing buckets. At the end of the day after all personnel have de-conned, dispose of the dirty water using a filtering system as described in paragraph 1.5.1, above.
- Call for verification before repainting

6.16. Interim Measures-Cleaning.

- Place a tacky mat at all entrances to the house
- Vacuum all horizontal surfaces
- Proceed with vacuuming from top to bottom, clean to dirty
- Wet wipe using the 2 pass method
- The three bucket technique will be used. All wiping will be done with a detergent solution containing Tri-sodium Phosphate except as noted above (paragraph 1.8.1.2). The purpose is to ensure that all oil and grease is removed as well as maximize particle removal.
- Personnel
  - Only use TDSHS lead certified personnel
  - Monitor personnel IAW 29 CFR §1926.62
  - Respirators (minimum half face piece) equipped with P100 filters
  - Disposable coveralls
  - Gloves and eye protection

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- Provide a towellets for cleaning the face and hands

**6.17. Remove Ceramic Tile.**

- Place a tacky mat at all entrances to the house (See paragraph 1.4.4, above.)
- Build a negative pressure mini containment or contain the room under negative pressure
- Place a tacky mat at the entrance to the containment
- Spread 6-mil poly on the floor
- Remove the component by hand wresting
- Place the component on the poly and wrap.
- Personnel
  - o Only use TDSHS certified lead personnel
  - o Monitor personnel IAW 29 CFR §1926.62
  - o Respirators (minimum half face piece) equipped with P100 filters
  - o Disposable coveralls
  - o Gloves, Eye Protection, etc.
- HEPA vacuum the floor and wet wipe as described in paragraph 1.8, above
- Call for a clearance
- Provide a DECON station that consist of washing buckets. At the end of the day after all personnel have de-conned, dispose of the dirty water using a filtering system as described in paragraph 1.5.1, above.

**7.0. Other.** Mini-blinds or other lead containing items will be handled on an individual basis by the consultant.



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**Appendix A**

**GLOSSARY/DEFINITIONS**

*These terms and definitions may not be included in the specification but are commonly used in the lead abatement industry; therefore, if used during verbal discussions, all parties can refer back to these definitions for clarification as appropriate.*

**A. Abatement:** Means any measure designed to permanently eliminate lead-based paint hazards in accordance with standards established by the EPA Administrator pursuant to Title IV of the Toxic Substances Control Act (TSCA). Abatement strategies include: removal of lead-based paint; enclosure of lead-based paint; encapsulation of lead-based paint (with a product that has been shown to meet standards established or recognized pursuant to Title IV of TSCA); replacement of building components coated by lead-based paint; removal of lead-contaminated dust; removal or covering of lead-contaminated soil with a durable covering (not grass or sod, which are considered interim control measures); as well as all preparation, cleanup, disposal, post-abatement clearance testing, record-keeping, and monitoring (if applicable). (See beginning of specifications for a more detailed explanation.)

**B. Abatement Area:** Means the interior or exterior of the building or an area isolated from the building interior by containment. This is also considered part of the regulated area.

**C. Action Level:** Employee exposure, without regard to use of respirations, to an airborne concentration of lead of 30 micrograms per cubic meter of air averaged over an 8-hour period. Refer to 29 §CPR 1926.62.

**D. Biological Monitoring:** Is the analysis of a person's blood to determine the level of lead contamination in the body. Biological monitoring for lead hazard reduction work includes blood sampling and analysis for lead and zinc protoporphyrin levels.

**E. Certified Industrial Hygienist:** Is a person certified by the American Board of Industrial Hygiene and who has at least four years' experience and a graduate degree or five years' experience; and who has passed a two-day examination offered by the Board.

**F. City of San Antonio:** Neighborhood Action Department (NAD). City of San Antonio (COSA) or Lead Based Paint Hazard Control Program (LBPHCP).

**G. Change Room:** The area of a worker decontamination facility used for removing protective equipment prior to entering the clean room.

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H. **Clean Room:** The area of a worker decontamination facility used for donning protective equipment and storing street clothes.

I. **Code Enforcement Agency:** Texas Department of State Health Services. Additionally, personnel employed by the NAD, COSA.

J. **Common Area:** Means a room or area that is accessible to more than one tenant in a building (e. g., common hallways, stairwells, laundry rooms).

K. **Competent Person:** A person capable of identifying lead hazards in the work area and is authorized by the contractor to take corrective action- 29 CFR §1926.62.

L. **Consultant:** Shall refer to the Consultant, and their designated, authorized representatives under contract by the Neighborhood Action Department (NAD), City of San Antonio (COSA).

M. **Containment:** Means a process for protecting other workers, residents, and the environment by isolating areas from exposures to lead dust and debris created during abatement in a work area. A critical barrier on the interior of the house that allows for removal of a window or door from the outside is not considered a containment. A containment is large enough to allow entry by at least one worker with equipment necessary to perform the task.

N. **Critical Barrier:** A critical barrier is an isolation with poly and normally used in this specification as a barrier on the interior of the house that allows for removal of a window or door from the outside and is not considered a containment.

O. **Decontamination of Personnel:** Shall include, at a minimum, HEPA vacuuming of disposable personal protective clothing according to the provisions in 29 CFR §1926.62 and provision of two buckets for washing.

P. **Decontamination of Work Areas:** Shall include at a minimum of HEPA vacuuming (see U, below) and wet wiping. Final wet wiping (after thorough cleaning) prior to clearance will be with clean water using one wipe across the area.

Q. **Defective Surface:** Means peeling, flaking, chalking, scaling, or chipping paint; or, paint over crumbling, cracking, or falling plaster, or plaster with holes in it; paint over a defective or deteriorating substrate; paint that is separating from the substrate; and paint that is damaged in any manner such that a child can be exposed to the paint from the damaged area.

R. **Employee:** Any person employed or hired by an employer in any lawful employment. Any employee on site must be certified by the Texas Department of State Health Services.

S. **Employer:** Any person, firm, corporation, partnership, association, or other entity engaged in a business or providing services under contract to the Neighborhood and Housing Services Department (NHSD), City of San Antonio (COSA).

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T. Elevated Blood Lead Level: In adult workers, means a blood lead concentration equal to or greater than twenty-five (25) micrograms per deciliter (flg/dl) or an increase of ten (10) flg/dl above baseline levels.

U. Enclosure: Means covering surfaces and sealing or caulking with durable materials so as to prevent or control chalking, peeling, or flaking substances containing toxic levels of lead from becoming part of house dust or accessible to children. The surface being enclosed must be labeled "Lead-Based Paint". The label will contrast to the item or wall, be at least four inches tall, and at all perimeters and middle of the item or wall.

V. Friction/Impact points. Visual to verify that adequate paint has been removed at least 1 inch from the friction/impact points. Friction and impact surfaces include hinges and latches.

W. Hazardous Level of Lead for Waste Disposal: Is 5.0 parts per million (ppm) as defined by RCRA Toxicity Characteristic Leachate Procedure (TCLP) or other requirement set by local or state authorities.

X. High Efficiency Particulate Air (HEPA) Filter: Means a type of filtering system capable of filtering out particles of 0.3 microns or greater diameter from a body of air at 99.97% efficiency or greater. The previously certified HEPA filters for Respirators has been re-designated as P100 filters.

Y. HEPA Vacuum: Means a vacuum system containing a pre-filter, intermediate filter, and HEPA filter that was designed for lead and/or asbestos abatement. It does not include a shop vacuum equipped with a HEPA filter. The HEPA vacuum system must meet the ASTM Standard F 1977-04, Standard Test Method for Determining Initial, Fractional, and Filtration Efficiency of a Vacuum Cleaner System.

Z. High Phosphate Detergent: Is detergent which contains at least five percent (5%) tri-sodium phosphate (TSP) or other equally effective cleaning agent.

AA. Intact Surface: Means a defect-free surface with no loose, peeling, chipping, or flaking paint. Painted surfaces must be free from crumbling, cracking, or falling plaster and must not have holes in them. Intact surfaces are not damaged in any way.

AB. Job Hazard Analysis (JHA). A job hazard analysis is a form of hazard assessment to break a job into tasks or subtasks, determine the potential hazards for each task or subtask, and to provide remediation action to eliminate or minimize the potential hazard. The remediation action may include substitution, engineering controls, administrative controls, and/or the use of personal protective equipment.

AC. Lead-Based: Refers to paints, glazes, and other surface coverings containing a level of lead above the established criteria. It is also known as Lead-Based.

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AD. Lead-Containing Paint: Paint that is known to contain lead regardless of the levels. May be lead-based paint or at levels less than 0.5% lead by weight.

AE. Lead Permissible Exposure Limit (PEL): Fifty micrograms per cubic meter of air as an 8-hour time weighted average as determined by 29 CFR 1910.1025. If an employee is exposed for more than 8 hours in a work day, the PEL shall be determined by the following formula,  $PEL (\text{micrograms/cubic meter of air}) = 400 \text{ divided by the number of hours worked per day}$

AF. Lead Regulated Area: An area that is regulated by tape and signs. The lead control area is isolated by physical boundaries to prevent unauthorized entry of personnel. The signs shall be on all four sides and shall be at the entrance to the regulated area.

AG. Negative Air Machine: Shall refer to a machine designed for use during a lead or asbestos abatement that is capable of filtering the air through a pre-filter, intermediate filter, and HEPA filter.

AH. Negative Pressure: Negative pressure refers to the difference between the surrounding air versus the contained and/or area being abated or application of interim controls.

AI. Occupant: Shall refer to the person or persons occupying the property (house) and may be the same as the owner. It includes their designate, authorized representative.

AJ. Owner: Shall refer to the owner of the property and may be the same as the occupant. It includes their designated, authorized representatives.

AK. Paint Removal: Means a strategy of abatement which entails stripping lead-based paint from surfaces. (See beginning of specifications for a more detailed explanation.)

AL. Removal: Means a strategy of abatement which entails the removal of components, such as windows, doors, and trim that contain levels of lead above the established criteria such that new components which are lead free may be installed. (See beginning of specifications for a more detailed explanation.)

AM. Tacky Mat: Means a mat that is adhesive on the surface which is placed at the entrance to the house/area being abated or having interim control measures applied. The purpose is to significantly reduce the tracking of dust into and out of the aforementioned area.

AN. Three Pass Cleaning Method: The three pass method is used for Abatement and consists of HEPA vacuum, Wet wipe, and HEPA vacuum.

AO. Toxic Level of Lead in Surface Coatings: Is 1.0 milligrams or more per square centimeter (mg/cm) by XRF methods or 5,000 11g/g (0.5%) by laboratory testing, as defined in

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HUD Regulation and the Lead- Based Paint Poisoning Prevention Act. If the standard changes, the definition of the toxic level will also change accordingly.

**AP. Toxicity Characteristic Leachate Procedure (TCLP):** Is the EPA required sample preparation for determining the hazard characteristic of a waste generated at a lead abatement site.

**AQ. Two Pass Cleaning Method:** The two pass method is used for Interim Controls and consists of HEPA vacuum and Wet wipe.

**AR. Waste Debris from Lead Abatement/Interim Controls.** EPA has determined that the debris generated at a lead abatement/interim controls site falling under target housing or other HUD programs can be disposed of as household waste. (EPA Policy, Regulatory Status of Waste Generated by Contractor and Residents for Lead Base Paint Activities conducted in Households, August 2000.

**AS. Water Filter:** Is a filter capable of filter lead paint dust and chips down to 5.0 microns.

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**Appendix B**

**APPLICABLE DOCUMENTS/ REFERENCES**

*All federal, state, and local requirements must be complied with in their totality. The listing provided below is to highlight some of the more relevant item but is not inclusive of all requirements.*

**Regulations/Rules/Requirements**

**A. Texas Department of State Health Services (TDSHS):** TAC 295.201-295.220, Texas Environmental Lead Reduction Rules. (Note: Formerly Texas Department of Health- TDH)

**B. Texas Commission of Environmental Quality (TCEQ):** TAC 265, Landfills. (Note: Formerly Texas Natural Resource Commission- TNRCC).

**C. Housing and Urban Development (HUD):** 24 CFR Parts 35, 36, 37 HUD Lead- Based Paint Regulations and HUD Guidelines for the Evaluation and Control of Lead- Based Paint Hazards in Housing

**D. Environmental Protection Agency (EPA):**

CPR 40 Part 260- Hazardous Waste Management System: General

CPR 40 Part 261- Identification and Listing of Hazardous Waste

CPR 40 Part 262- Standards Applicable to Generators of Hazardous Waste

CRF 40 Part 263- Standards Applicable to Transporters of Hazardous Waste

CPR 40 Part 264- Standards for Owners and Operations of Hazardous Waste Treatment, Storage, and Disposal Facilities

40 CFR Part 745- Lead; Identification of Dangerous Levels of Lead.

**E. Occupational Safety and Health Administration (OSHA):**

29 CFR §1910 General Industry Standards

29 CFR §1910 subpart D - Walking and Working Surfaces

29 CFR §1910 subpart E- Means of Egress

29 CFR §1910 subpart F- Powered Platforms, Man lifts, and Vehicle-Mounted Work Platforms

29 CFR §1910 subpart I- Personal Protective Equipment

29 CFR §1910.133, Eye and Face Protection

29 CFR §1910.134, Respiratory Protection

29 CFR §1910.138, Hand Protection

29 CFR §1910.146, Permit Required Confined Spaces

29 CFR §1910.147, The Control of Hazardous Energy (lockout/tagout)

29 CFR §1910 subpart P- Hand and Portable Powered Tools and other Hand-Held Equipment

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29 CFR §1910 subpart S -Electrical  
29 CFR §1910 subpart Z- Toxic and Hazardous Substances  
    29 CFR §1910.1025 Lead Standard for General Industry  
    29 CFR §1910.1200 Hazard Communication  
29 CFR §1926 Construction Industry Standards  
    29CFR §1926 subpart C- General Safety and Health Provisions  
    29CFR §1926 subpart D -Occupational and Environmental Controls  
        29CFR §1926.59, Hazard Communication  
        29 CFR §1926.62, Construction Industry Lead Standard  
    29CFR §1926 subpart E- Personal Protective and Life Safety Equipment  
    29CFR §1926 subpart G- Signs, Signals, and Barricades  
    29CFR §1926 subpart I- Tools-Hand and Power  
    29CFR §1926 subpart K- Electrical  
    29CFR §1926 subpart L- Scaffolds  
    29CFR §1926 subpart M-Fall Protection  
    29CFR §1926 subpart P-Excavation  
    29CFR §1926 subpart T- Demolition  
    29CFR §1926 subpart X-Ladders  
    29CFR §1926 subpart Z- Toxic and Hazardous Substances

**Codes and Standards.**

**A. ANSI - American National Standards Institute**

ANSI Z288.2- 8: Practices for Respiratory Protection

ANSI Z9.2 1979: Fundamentals Governing the Design and Operation of Local Exhaust

ANSI Z385.1: Emergency Eyewash and Shower Equipment

**B. ASTM - American Society for Testing Materials**

ASTM E 1727-99: Standard Practice for Field Collection of Soil Samples for Lead Determination by Atomic Spectrometry Techniques

ASTM E 1728-02: Standard Practice for Collection of Settled Dust Samples Using Wipe Sampling Methods for Subsequent Lead Determination

ASTM E 1729-99: Standard Practice for Field Collection of Dried Paint Samples for Lead Determination by Atomic Spectrometry Techniques

ASTM E 1792-02: Standard Specification for Wipe Sampling Materials for Lead in Surface Dust

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ASTM E 1795-04: Standard Specification for the Non-Reinforced Liquid Coating Encapsulation Products for Leaded Paint in Buildings

ASTM E 1796-03: Standard Guide for Selection and Use of Liquid Coating Encapsulation Products for Leaded Paint in Buildings

ASTM E 1797-04: Standard Specification for Reinforced Liquid Coating Encapsulation Products for Leaded Paint in Buildings

ASTM F 1977-04: Standard Test Method for Determining Initial, Fractional, Filtration Efficiency of a Vacuum Cleaner System

C. U. L. -Underwriters Laboratories, Inc.

D. National Fire Protection Association (NFPA)

NFPA 701-1996 Methods of Fire Test for Flame-Resistant Textiles/Films

E. National Institute For Occupational Safety And Health (NIOSH)



# APPENDIX C

## GENERAL SPECIFICATIONS

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CITY OF SAN ANTONIO  
DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT  
**GENERAL SPECIFICATIONS**

Updated May 4, 2011

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

Copy of receipt from HERS Rater

HERS (Home Energy Rating System)

**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.).

**I- REQUIRED INSPECTIONS**

1. 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

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

- > Pier & Footing (specify type)

- Engineer letter to clear foundation inspection

- > 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/Replacement: 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.

## **II- 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.

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- 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.

### III -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.

#### **IV-HVAC**

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

#### **V-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 manufacturers' 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 12" 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) plys 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.

## VI- FOUNDATION

- I. 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.
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- 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.



## VII- 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.

## **VIII- 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.

## **IX- 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 1/2" 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 buttjoints which will not be covered. Adjacent siding pieces should just touch at buttjoints 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.

3. 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 joints 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: Toothing 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.

## **X-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 1/16" 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 off#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.

## **XI - 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.

## **XII- 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.

### XIII- FIRE RESISTIVE CONSTRUCTION

#### 1. ONE HOUR FIRE RESISTIVE CONSTRUCTION:

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- 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" 60 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" 60 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.

#### XIV -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.

## **XV- REFINISHED 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.

## **XVI -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 tendons 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.



## **XVII- 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 COX 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.

## **XVIII- 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 failing 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 Kiltz 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.

## **XIX- 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.

## **XX- 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.

CITY OF SAN ANTONIO  
DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT  
SUPPLEMENTAL SPECIFICATIONS FOR HANDICAPPED MODIFICATIONS

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The Description of Work will indicate any special features required on each job.

**1- 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.

**II - 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.

### III- 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.

#### **IV - 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.