

LEAD-BASED PAINT INFORMATION

WATCH OUT FOR LEAD PAINT: This house may contain lead-based paint. The hazard to children presented by lead-based paint is related to both the lead content of the paint and to poor maintenance of painted surfaces. The problem is most prevalent in older houses built before 1955.

WHAT IS LEAD POISONING? Lead poisoning is a serious problem in this country. Peeling, flaking, painted surfaces, crumbling plaster, cracking wallpaper and painted accessible, chewable surfaces are the primary sources causing childhood lead poisoning. Lead contained in air, dust, soil, household utensils and industrial sources further contributes to childhood lead poisoning.

WHO IS AFFECTED BY LEAD POISONING? Children 1 through 6 years old are the main victims of lead poisoning. The inner city areas, where dilapidated housing prevails, are the areas of highest risk. The problem is also geographically widespread to smaller communities and rural areas. Recent data revealed that in some localities 50 percent of the cases came from outside the inner city area.

Lead-based paint presents a problem not only when peeling, chipping and flaking conditions exists, but also as a source of lead in house dust and garden soil when it wears and powders. In well-maintained homes, lead-based paint is a potential source of danger during renovation and remodeling. Adults attempting to renovate old houses should use safety precautions to prevent inhalation of lead fumes. Ventilation is a key factor. The area which is being redone should be well ventilated, and workers should wear an approved respirator. Also, pregnant women and women of child-bearing age should not be involved in renovating homes containing lead-based paint.

WHAT ARE THE SYMPTOMS OF LEAD POISONING? Initially, there may not be any visible symptoms; however, later symptoms may include:

- (a) a decrease or loss of appetite;
- (b) increased irritability;
- (c) slowdown of playful activity;
- (d) occasional vomiting;
- (e) slowness in development.

If large amounts of a lead-containing material is repeatedly eaten, the child may have episodes of drowsiness, stupor and increasing vomiting. If you suspect your child may have eaten paint chips or is exposed to other sources of lead, contact your nearest health department or public health service for screening.

HOW DOES THE DOCTOR DETERMINE WHETHER OR NOT A CHILD IS SUFFERING FROM LEAD POISONING? The doctor usually takes a small amount of blood from the finger or the arm, and performs a simple test that determines whether or not the blood level is in the danger zone.

WHAT SHOULD BE DONE TO PREVENT LEAD POISONING? Because the primary source of lead poisoning is in the consumption of chips of paint that contain lead, it is very important that all paint chips be kept out of the reach of children. Other sources of lead poisoning such as: ashes and fumes from burning lead-painted wood and battery casings, automobile emissions, soil containing paint flakes around the exterior of the house, improperly glazed earthenware, etc., should be identified and eliminated.

ELIMINATION OF LEAD-BASED HAZARDS: Hazardous amounts of lead-based paint can temporarily be removed on an emergency basis by:

- (a) covering cracked or chewable surfaces with contact paper, cloth, canvas, or a similar substance to prevent plaster and paint chips from falling;
- (b) sweeping up all plaster chips and paint flakes;
- (c) discarding old woodwork, if replaced. **DO NOT BURN IT!**

The best way to prevent lead paint poisoning is to keep your house in good shape. The primary source of the lead paint hazard is peeling and flaking paint. Water leaks from faulty plumbing or defective roofs often cause paint to peel or flake from walls and ceilings. Adequate repair of such leaks can prevent damage.

Lead-based paint can be permanently removed by removing the paint to the bare wood and/or scraping, sanding and brushing the wall; then repainting with a new, safe, non-lead-based paint. Simply painting over deteriorated painted surfaces will not remove the lead hazard.

Federal law required that before any buildings are purchased, rented, rehabilitated or assisted in any manner with Federal funds or under any HUD program, lead-based paint hazards must be identified and eliminated.

The following notification "Watch Out For Lead-Based Paint Poisoning" must be signed by each homeowner or tenant receiving LCDBG funds if their house is being rehabilitated under the state's program.

HUD STANDARDS FOR SAFE AND PROHIBITED METHODS FOR TREATING LEAD-BASED PAINT

Examples of Safe Treatment Methods

Removal of Defective Paint By:

Wet scraping;

Wet sanding;

Chemical stripping on or off site;

Replacing painted components;

Scraping with an infrared or coil-type heat gun with temperatures below 1,100 degrees Fahrenheit;

HEPA vacuum sanding;

HEPA vacuum needle gun;

Abrasive sanding with HEPA vacuum.

Covering of defective paint surface with:

Durable materials (such as wallboard or vinyl siding) with joint sealed and caulked.

Prohibited Treatment Methods

Open flame burning or torching;

Machine sanding or grinding without a HEPA local exhaust;

Abrasive blasting or sandblasting without a HEPA exhaust;

Heat guns operating above 1,100 degrees Fahrenheit or charring paint;

Dry scraping or dry sanding except in conjunction with heat guns or within one foot of electrical outlets; and

Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance.

The following notification “Watch Out For Lead-Based Paint Poisoning” must be signed by each homeowner or tenant receiving LCDBG funds if their house is being rehabilitated under the State’s program. The following “Protect Your Family From Lead In Your Home” pamphlet must also be given to each of these homeowners and tenants.



To: Owners, and Tenants & Purchasers
of Housing Constructed
before 1978

Notification

Watch Out For Lead-Based Paint Poisoning

This property was constructed before 1978. There is a possibility it contains lead-based paint. Please read the following information concerning lead-based paint poisoning.

Sources of Lead Based Paint

The interiors of older homes and apartments often have layers of lead-based paint on the walls, ceilings, window sills, doors and door frames. Lead-based paint and primers may also have been used on outside porches, railings, garages, fire escapes and lamp posts. When the paint chips, flakes or peels off, there may be a real danger for babies and young children. Children may eat paint chips or chew on painted railings, window sills or other items when parents are not around. Children can also ingest lead even if they do not specifically eat paint chips. For example, when children play in an area where there are loose paint chips or dust particles containing lead, they may get these particles on their hands, put their hands into their mouths, and ingest a dangerous amount of lead.

Hazards of Lead-Based Paint

Lead poisoning is dangerous - especially to children under the age of seven (7). It can eventually cause mental retardation, blindness and even death.

Symptoms of Lead-Based Paint Poisoning

Has your child been especially cranky or irritable? Is he or she eating normally? Does your child have stomachaches and vomiting? Does he or she complain about headaches? Is your child unwilling to play? These may be signs of lead poisoning. Many times though, there are no symptoms at all. Because there are no symptoms does not mean that you should not be concerned if you believe your child has been exposed to lead-based paint.

Advisability and Availability of Blood Lead Level Screening

If you suspect that your child has eaten chips of paint or someone told you this, you should take your child to the doctor or clinic for testing. If the test shows that your child has an elevated blood lead level, treatment is available. Contact your doctor or local health department for help or more information. Lead screening and treatment are available through the Medicaid Program for those who are eligible. If your child is identified as having an elevated blood lead level, you should immediately notify the Community

Development or other agency to which you or your landlord is applying for rehabilitation assistance so the necessary steps can be taken to test your unit for lead-based paint hazards. If your unit does have lead-based paint, you may be eligible for assistance to abate that hazard.

Precautions to Take to Prevent Lead-Based Paint Poisoning

You can avoid lead-based paint poisoning by performing some preventive maintenance. Look at your walls, ceilings, doors, door frames and window sills. Are there places where the paint is peeling, flaking, chipping, or powdering? If so, there are some things you can do immediately to protect your child:

- (a) Cover all furniture and appliances;
- (b) Get a broom or stiff brush and remove all loose pieces of paint from walls, woodwork, window wells and ceilings;
- (c) Sweep up all pieces of paint and plaster and put them in a paper bag or wrap them in newspaper. Put these packages in the trash can. **DO NOT BURN THEM:**
- (d) Do not leave paint chips on the floor in window wells. Damp mop floors and window sills in and around the work area to remove all dust and paint particles. Keeping these areas clear of paint chips, dust and dirt is easy and very important; and
- (e) Do not allow loose paint to remain within your children's reach since children may pick loose paint off the lower part of the walls.

Homeowner Maintenance and Treatment of Lead-Based Paint Hazards

As a homeowner, you should take the necessary steps to keep your home in good shape. Water leaks from faulty plumbing, defective roofs and exterior holes or breaks may admit rain and dampness into the interior of your home. These conditions damage walls and ceilings and cause paint to peel, crack or flake. These conditions should be corrected immediately. Before repainting, all surfaces that are peeling, cracking, chipping or loose should be thoroughly cleaned by scraping or brushing the loose paint from the surface, then repainted with two (2) coats of non-lead paint. Instead of scraping and repainting,

the surface may be covered with other material such as wallboard, gypsum, or paneling. Beware that when lead-based paint is removed by scraping or sanding, a dust is created, which may be hazardous. The dust can enter the body either by breathing it or swallowing it. The use of heat or paint removers could create a vapor or fume which may cause poisoning if inhaled over a long period of time. Whenever possible, the removal of lead-based paint should take place when there are no children or pregnant women on the premises. Simply painting over defective lead-based paint surfaces does not eliminate the hazard. Remember that you as an adult play a major role in the prevention of lead poisoning. Your actions and awareness about the lead problem can make a big difference.

Tenant and Homebuyer Responsibilities

You should immediately notify the management office or the agency through which you are purchasing your home if the unit has flaking, chipping, powdering or peeling paint, water leaks from plumbing, or a defective roof. You should cooperate with that office's effort to repair the unit.

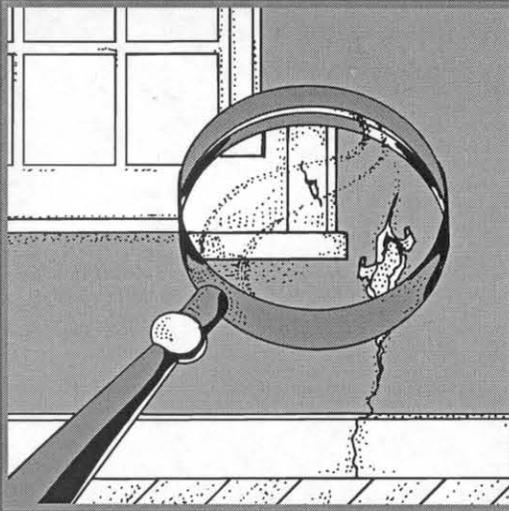
I have received a copy of the Notice entitled "Watch Out for Lead Paint Poisoning."

Date

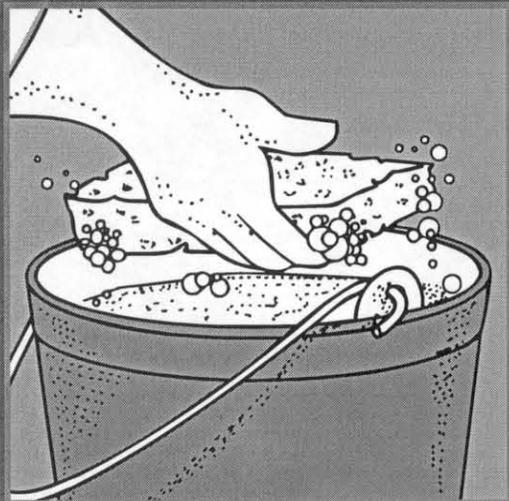
Print Full Name

Signature

Municipality Representative



Protect Your Family From Lead In Your Home



 **EPA** United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.

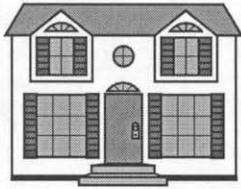


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Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

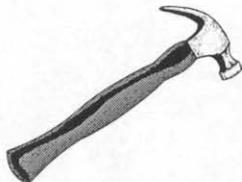
Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

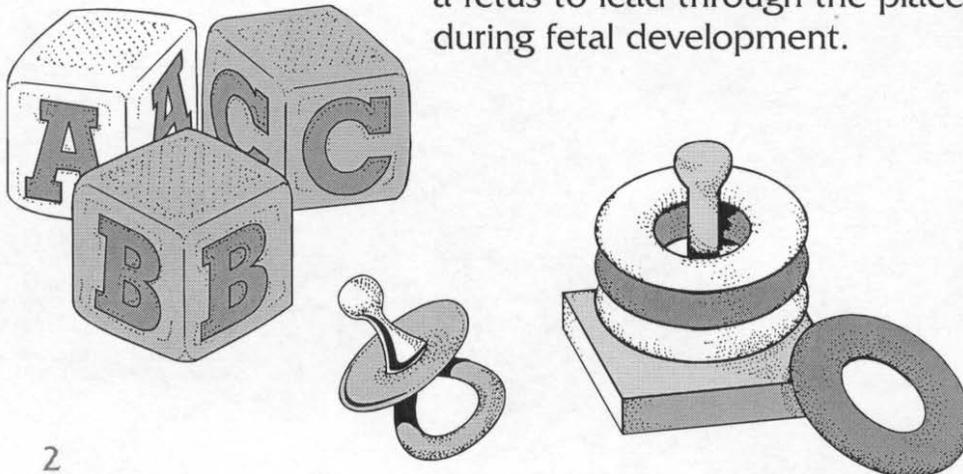
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

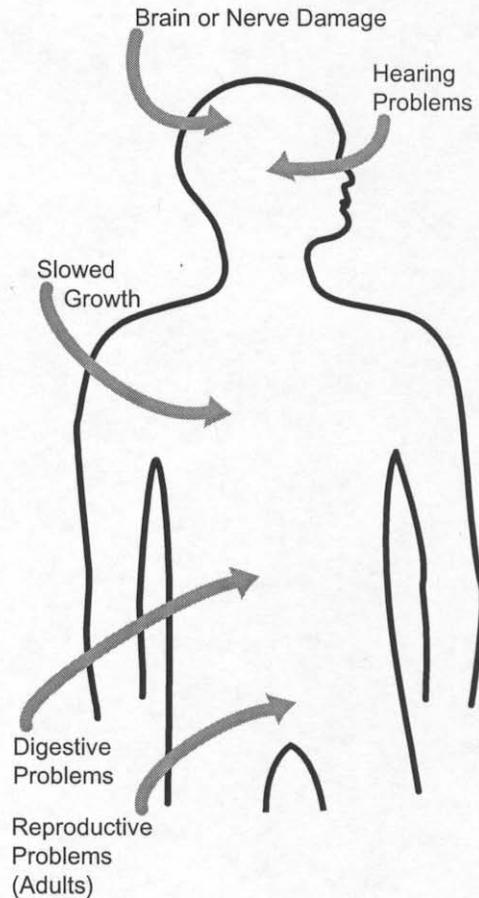
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects
the body in
many ways.**

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

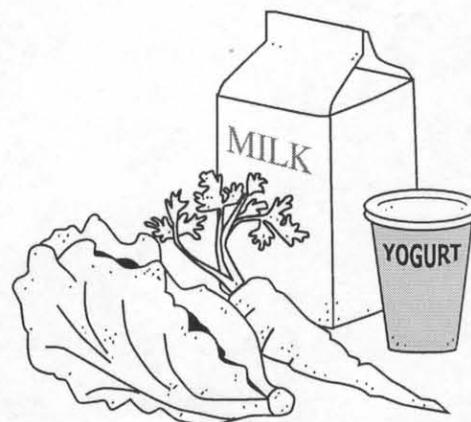
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

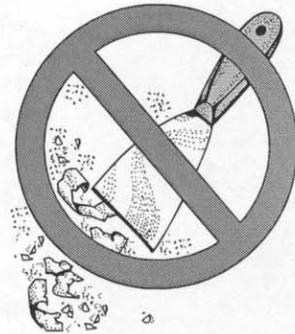
Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

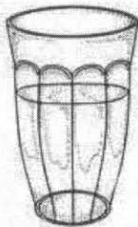
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



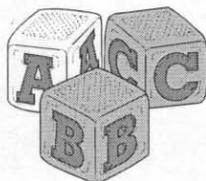
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.



- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted **toys** and **furniture**.
- ◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.

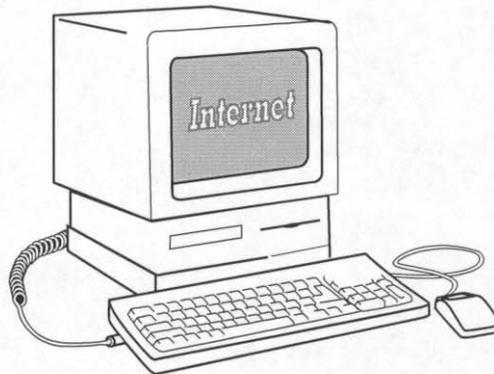


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

APPLICANT RELEASE TO OBTAIN VERIFICATION OF INCOME

As an applicant for the Community of _____
Residential Rehabilitation Grant/Loan Program, I do hereby give my permission to the
Community staff administering the program to contact my employer, bank, or other
appropriate person(s) to verify the information I have supplied the Community concerning
my income.

Signed: _____

Signed: _____

Signed: _____

Dated: _____

Name of Bank: _____

Address of Bank: _____

Bank Account Numbers:

Checking: _____

Savings: _____

INCOME VERIFICATION SOURCES

The applicant must either provide evidence of financial information obtained at the interview or give the interviewer permission to verify the information with an employer or bank. The following kinds of documentation are adequate to verify financial information.

<u>Type of Information</u>	<u>Verification Source</u>
Employment and other income.	Copies of checks or stubs from paychecks or pension, Social security, welfare, veterans' benefits, or unemployment benefit checks. Copies of rent checks from tenants; copies of receipts given to tenants for cash payment; copies of entries if made in accounting journals. Confirmation from employer, tenant. Copy of previous year's income tax (can verify previous income, should not be used to verify current income.)
Savings bonds and other security	Copy of bond or statement of purchase. Copy of previous year's income tax (can verify dividends)
Bank accounts	Copy of three most recent bank statements. Copy of passbook. Confirmation from bank. Copies of previous year's income tax (can verify interest).

REHABILITATION HOUSEHOLD SURVEY

DATE OF ORIGINAL INTERVIEW: _____
 NAME OF INTERVIEWER: _____

Name of Occupant: _____
 Address: _____
 Lot _____ Section _____ Subdivision _____
 Phone: Day _____ Night _____

Racial/Ethnic Classification: _____ Age of Head of Household: _____
 Female Headed Household: _____ Size of Household: _____
 Date First Moved into Unit: _____
 Single Family _____ Duplex _____ Triplex _____ Other _____
 How Many Units in Structure _____
 No. of Rooms _____ No. of Bedrooms _____
 Approximate Year Built _____

Housing Costs of Current Unit

Tenant	_____	Owner	_____
Rent	\$ _____	Monthly Mortgage	\$ _____
Average Utilities	\$ _____	Second Mortgage	\$ _____
Total Monthly Housing Cost	\$ _____	Average Utilities	\$ _____
		Insurance	\$ _____
		Real Taxes	\$ _____
		Total Monthly Housing Cost	\$ _____

Monthly Expenses

Monthly Housing	\$ _____	Subtotal	\$ _____
Car	\$ _____	Other:	_____
Gasoline/Services	\$ _____		\$ _____
Life Insurance	\$ _____		\$ _____
Medical Insurance	\$ _____		\$ _____
Installment Loans	\$ _____	Fixed Monthly Costs:	_____
	\$ _____	Social Security	\$ _____
	\$ _____	Income Taxes	\$ _____
	\$ _____	Retirement	\$ _____
	\$ _____	Other	_____
Subtotal	\$ _____	Total Monthly Expenses	\$ _____

CONFIDENTIAL

FINANCIAL INFORMATION VERIFICATION CHECKLIST

Name of Applicant: _____
Address: _____
Date: _____

1.	<u>Income</u>	<u>Date Verified*</u>	<u>Method of Verification</u>	<u>Amount Verified</u>
	Applicant salary/wage	_____	_____	_____
	Applicant previous job	_____	_____	_____
	Spouse salary/wage	_____	_____	_____
	Spouse previous job	_____	_____	_____
	Pension	_____	_____	_____
	Social Security	_____	_____	_____
	Welfare	_____	_____	_____
	Railroad Retirement	_____	_____	_____
	Veterans' Benefits	_____	_____	_____
	Unemployment Benefits	_____	_____	_____
	Rental Property Income	_____	_____	_____
	Interest	_____	_____	_____
	Dividends	_____	_____	_____
	Other	_____	_____	_____

*If income is not applicable to applicant, mark N/A on the line provided.

FINAL VERIFICATION CHECKLIST

DATE

- (1) Final date all applicant social data and household information verified
- (2) Final date all applicant financial information verified

Community Representative

Metro Areas								
FY 2007 LCDBG Moderate Income Limits by Household Size (80% Median)								
New Orleans-MSA	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>	<u>6 Person</u>	<u>7 Person</u>	<u>8 Person</u>
Jefferson Parish	31,900	36,500	41,050	45,600	49,250	52,900	56,550	60,200
Orleans Parish	31,900	36,500	41,050	45,600	49,250	52,900	56,550	60,200
Plaquemines Parish	31,900	36,500	41,050	45,600	49,250	52,900	56,550	60,200
St. Bernard Parish	31,900	36,500	41,050	45,600	49,250	52,900	56,550	60,200
St. Charles Parish	31,900	36,500	41,050	45,600	49,250	52,900	56,550	60,200
St. John the Baptist Parish	31,900	36,500	41,050	45,600	49,250	52,900	56,550	60,200
St. Tammany Parish	31,900	36,500	41,050	45,600	49,250	52,900	56,550	60,200
Baton Rouge-MSA-FMR								
Ascension Parish	31,450	35,950	40,450	44,950	48,550	52,150	55,750	59,350
East Baton Rouge Parish	31,450	35,950	40,450	44,950	48,550	52,150	55,750	59,350
East Feliciana Parish	31,450	35,950	40,450	44,950	48,550	52,150	55,750	59,350
Livingston Parish	31,450	35,950	40,450	44,950	48,550	52,150	55,750	59,350
Pointe Coupee Parish	31,450	35,950	40,450	44,950	48,550	52,150	55,750	59,350
St. Helena Parish	31,450	35,950	40,450	44,950	48,550	52,150	55,750	59,350
West Baton Rouge Parish	31,450	35,950	40,450	44,950	48,550	52,150	55,750	59,350
West Feliciana Parish	31,450	35,950	40,450	44,950	48,550	52,150	55,750	59,350
Lafayette-MSA								
Lafayette Parish	29,500	33,700	37,950	42,150	45,500	48,900	52,250	55,650
St. Martin Parish	29,500	33,700	37,950	42,150	45,500	48,900	52,250	55,650
Lake Charles-MSA								
Calcasieu Parish	28,500	32,550	36,650	40,700	43,950	47,200	50,450	53,700
Cameron Parish	28,500	32,550	36,650	40,700	43,950	47,200	50,450	53,700
Shreveport-MSA								
Bossier Parish	27,800	31,750	35,750	39,700	42,900	46,050	49,250	52,400
Caddo Parish	27,800	31,750	35,750	39,700	42,900	46,050	49,250	52,400
De Soto Parish	27,800	31,750	35,750	39,700	42,900	46,050	49,250	52,400
Monroe-MSA								
Ouachita Parish	26,950	30,800	34,650	38,500	41,600	44,650	47,750	50,800
Union Parish	26,950	30,800	34,650	38,500	41,600	44,650	47,750	50,800
Alexandria-MSA								
Grant Parish	25,150	28,700	32,300	35,900	38,750	41,650	44,500	47,400
Rapides Parish	25,150	28,700	32,300	35,900	38,750	41,650	44,500	47,400
Houma-MSA								
Lafourche Parish	27,650	31,600	35,550	39,500	42,700	45,850	49,000	52,150
Terrebonne Parish	27,650	31,600	35,550	39,500	42,700	45,850	49,000	52,150

Non-Metro Areas								
FY 2007 LCDBG Moderate Income Limits by Household Size (80% Median)								
Non-Metropolitan Parishes	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>	<u>6 Person</u>	<u>7 Person</u>	<u>8 Person</u>
Acadia Parish	26,450	30,200	34,000	37,750	40,800	43,800	46,800	49,850
Allen Parish	23,400	26,750	30,100	33,450	36,150	38,800	41,500	44,150
Assumption Parish	26,650	30,500	34,300	38,100	41,150	44,200	47,250	50,300
Avoyelles Parish	22,400	25,600	28,800	32,000	34,550	37,100	39,700	42,250
Beauregard Parish	25,950	29,700	33,400	37,100	40,050	43,050	46,000	48,950
Bienville Parish	22,400	25,600	28,800	32,000	34,550	37,100	39,700	42,250
Caldwell Parish	23,050	26,300	29,600	32,900	35,550	38,150	40,800	43,450
Catahoula Parish	22,400	25,600	28,800	32,000	34,550	37,100	39,700	42,250
Claiborne Parish	22,500	25,750	28,950	32,150	34,750	37,300	39,900	42,450
Concordia Parish	22,400	25,600	28,800	32,000	34,550	37,100	39,700	42,250
East Carroll Parish	22,400	25,600	28,800	32,000	34,550	37,100	39,700	42,250
Evangeline Parish	22,400	25,600	28,800	32,000	34,550	37,100	39,700	42,250
Franklin Parish	22,400	25,600	28,800	32,000	34,550	37,100	39,700	42,250
Iberia Parish	24,650	28,150	31,700	35,200	38,000	40,850	43,650	46,450
Iberville Parish	23,350	26,700	30,000	33,350	36,000	38,700	41,350	44,000
Jackson Parish	24,750	28,300	31,800	35,350	38,200	41,000	43,850	46,650
Jefferson Davis Parish	22,850	26,100	29,400	32,650	35,250	37,850	40,500	43,100
La Salle Parish	24,700	28,250	31,750	35,300	38,100	40,950	43,750	46,600
Lincoln Parish	26,650	30,500	34,300	38,100	41,150	44,200	47,250	50,300
Madison Parish	22,400	25,600	28,800	32,000	34,550	37,100	39,700	42,250
Morehouse Parish	22,400	25,600	28,800	32,000	34,550	37,100	39,700	42,250
Natchitoches Parish	22,450	25,700	28,900	32,100	34,650	37,250	39,800	42,350
Red River Parish	22,400	25,600	28,800	32,000	34,550	37,100	39,700	42,250
Richland Parish	22,400	25,600	28,800	32,000	34,550	37,100	39,700	42,250
Sabine Parish	22,400	25,600	28,800	32,000	34,550	37,100	39,700	42,250
St. James Parish	28,200	32,250	36,250	40,300	43,500	46,750	49,950	53,200
St. Landry Parish	26,450	30,200	34,000	37,750	40,800	43,800	46,800	49,850
St. Mary Parish	22,600	25,850	29,050	32,300	34,900	37,450	40,050	42,650
Tangipahoa Parish	25,200	28,800	32,400	36,000	38,900	41,750	44,650	47,500
Tensas Parish	22,400	25,600	28,800	32,000	34,550	37,100	39,700	42,250
Vermilion Parish	24,800	28,350	31,900	35,450	38,300	41,100	43,950	46,800
Vernon Parish	24,000	27,400	30,850	34,250	37,000	39,750	42,450	45,200
Washington Parish	22,400	25,600	28,800	32,000	34,550	37,100	39,700	42,250
Webster Parish	26,900	30,700	34,550	38,400	41,450	44,550	47,600	50,700
West Carroll Parish	22,400	25,600	28,800	32,000	34,550	37,100	39,700	42,250
Winn Parish	22,400	25,600	28,800	32,000	34,550	37,100	39,700	42,250

Metro Areas		FY 2007 LCDBG Low Income Limits by Household Size (50% Median)						
New Orleans-MSA	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>	<u>6 Person</u>	<u>7 Person</u>	<u>8 Person</u>
Jefferson Parish	19,950	22,800	25,650	28,500	30,800	33,050	35,350	37,600
Orleans Parish	19,950	22,800	25,650	28,500	30,800	33,050	35,350	37,600
Plaquemines Parish	19,950	22,800	25,650	28,500	30,800	33,050	35,350	37,600
St. Bernard Parish	19,950	22,800	25,650	28,500	30,800	33,050	35,350	37,600
St. Charles Parish	19,950	22,800	25,650	28,500	30,800	33,050	35,350	37,600
St. John the Baptist Parish	19,950	22,800	25,650	28,500	30,800	33,050	35,350	37,600
St. Tammany Parish	19,950	22,800	25,650	28,500	30,800	33,050	35,350	37,600
Baton Rouge-MSA-FMR								
Ascension Parish	19,650	22,500	25,300	28,100	30,350	32,600	34,850	37,100
East Baton Rouge Parish	19,650	22,500	25,300	28,100	30,350	32,600	34,850	37,100
East Feliciana Parish	19,650	22,500	25,300	28,100	30,350	32,600	34,850	37,100
Livingston Parish	19,650	22,500	25,300	28,100	30,350	32,600	34,850	37,100
Pointe Coupee Parish	19,650	22,500	25,300	28,100	30,350	32,600	34,850	37,100
St. Helena Parish	19,650	22,500	25,300	28,100	30,350	32,600	34,850	37,100
West Baton Rouge Parish	19,650	22,500	25,300	28,100	30,350	32,600	34,850	37,100
West Feliciana Parish	19,650	22,500	25,300	28,100	30,350	32,600	34,850	37,100
Lafayette-MSA								
Lafayette Parish	18,450	21,100	23,700	26,350	28,450	30,550	32,650	34,800
St. Martin Parish	18,450	21,100	23,700	26,350	28,450	30,550	32,650	34,800
Lake Charles-MSA								
Calcasieu Parish	17,800	20,350	22,900	25,450	27,500	29,500	31,550	33,600
Cameron Parish	17,800	20,350	22,900	25,450	27,500	29,500	31,550	33,600
Shreveport-MSA								
Bossier Parish	17,350	19,850	22,300	24,800	26,800	28,750	30,750	32,750
Caddo Parish	17,350	19,850	22,300	24,800	26,800	28,750	30,750	32,750
De Soto Parish	17,350	19,850	22,300	24,800	26,800	28,750	30,750	32,750
Monroe-MSA								
Ouachita Parish	16,850	19,250	21,650	24,050	25,950	27,900	29,800	31,750
Union Parish	16,850	19,250	21,650	24,050	25,950	27,900	29,800	31,750
Alexandria-MSA								
Grant Parish	15,700	17,950	20,200	22,450	24,250	26,050	27,850	29,650
Rapides Parish	15,700	17,950	20,200	22,450	24,250	26,050	27,850	29,650
Houma-MSA								
Lafourche Parish	17,300	19,750	22,250	24,700	26,700	28,650	30,650	32,600
Terrebonne Parish	17,300	19,750	22,250	24,700	26,700	28,650	30,650	32,600

Non-Metro Areas		FY 2007 LCDBG Low Income Limits by Household Size (50% Median)						
Non-Metropolitan Parishes	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>	<u>6 Person</u>	<u>7 Person</u>	<u>8 Person</u>
Acadia Parish	16,500	18,900	21,250	23,600	25,500	27,400	29,250	31,150
Allen Parish	14,650	16,700	18,800	20,900	22,550	24,250	25,900	27,600
Assumption Parish	16,650	19,050	21,400	23,800	25,700	27,600	29,500	31,400
Avoyelles Parish	14,000	16,000	18,000	20,000	21,600	23,200	24,800	26,400
Beauregard Parish	16,250	18,550	20,900	23,200	25,050	26,900	28,750	30,600
Bienville Parish	14,000	16,000	18,000	20,000	21,600	23,200	24,800	26,400
Caldwell Parish	14,400	16,450	18,500	20,550	22,200	23,850	25,500	27,150
Catahoula Parish	14,000	16,000	18,000	20,000	21,600	23,200	24,800	26,400
Claiborne Parish	14,050	16,100	18,100	20,100	21,700	23,300	24,900	26,550
Concordia Parish	14,000	16,000	18,000	20,000	21,600	23,200	24,800	26,400
East Carroll Parish	14,000	16,000	18,000	20,000	21,600	23,200	24,800	26,400
Evangeline Parish	14,000	16,000	18,000	20,000	21,600	23,200	24,800	26,400
Franklin Parish	14,000	16,000	18,000	20,000	21,600	23,200	24,800	26,400
Iberia Parish	15,400	17,600	19,800	22,000	23,750	25,500	27,300	29,050
Iberville Parish	14,600	16,700	18,750	20,850	22,500	24,200	25,850	27,500
Jackson Parish	15,450	17,700	19,900	22,100	23,850	25,650	27,400	29,150
Jefferson Davis Parish	14,300	16,300	18,350	20,400	22,050	23,650	25,300	26,950
La Salle Parish	15,450	17,650	19,850	22,050	23,800	25,600	27,350	29,100
Lincoln Parish	16,650	19,050	21,400	23,800	25,700	27,600	29,500	31,400
Madison Parish	14,000	16,000	18,000	20,000	21,600	23,200	24,800	26,400
Morehouse Parish	14,000	16,000	18,000	20,000	21,600	23,200	24,800	26,400
Natchitoches Parish	14,050	16,050	18,050	20,050	21,650	23,250	24,850	26,450
Red River Parish	14,000	16,000	18,000	20,000	21,600	23,200	24,800	26,400
Richland Parish	14,000	16,000	18,000	20,000	21,600	23,200	24,800	26,400
Sabine Parish	14,000	16,000	18,000	20,000	21,600	23,200	24,800	26,400
St. James Parish	17,650	20,150	22,700	25,200	27,200	29,250	31,250	33,250
St. Landry Parish	16,500	18,900	21,250	23,600	25,500	27,400	29,250	31,150
St. Mary Parish	14,150	16,150	18,200	20,200	21,800	23,450	25,050	26,650
Tangipahoa Parish	15,750	18,000	20,250	22,500	24,300	26,100	27,900	29,700
Tensas Parish	14,000	16,000	18,000	20,000	21,600	23,200	24,800	26,400
Vermilion Parish	15,500	17,700	19,950	22,150	23,900	25,700	27,450	29,250
Vernon Parish	15,000	17,100	19,250	21,400	23,100	24,800	26,550	28,250
Washington Parish	14,000	16,000	18,000	20,000	21,600	23,200	24,800	26,400
Webster Parish	16,800	19,200	21,600	24,000	25,900	27,850	29,750	31,700
West Carroll Parish	14,000	16,000	18,000	20,000	21,600	23,200	24,800	26,400
Winn Parish	14,000	16,000	18,000	20,000	21,600	23,200	24,800	26,400

Metro Areas								
FY 2007 LCDBG Extremely Low Income Limits by Household Size (30% Median)								
New Orleans-MSA	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>	<u>6 Person</u>	<u>7 Person</u>	<u>8 Person</u>
Jefferson Parish	11,950	13,700	15,400	17,100	18,450	19,850	21,200	22,550
Orleans Parish	11,950	13,700	15,400	17,100	18,450	19,850	21,200	22,550
Plaquemines Parish	11,950	13,700	15,400	17,100	18,450	19,850	21,200	22,550
St. Bernard Parish	11,950	13,700	15,400	17,100	18,450	19,850	21,200	22,550
St. Charles Parish	11,950	13,700	15,400	17,100	18,450	19,850	21,200	22,550
St. John the Baptist Parish	11,950	13,700	15,400	17,100	18,450	19,850	21,200	22,550
St. Tammany Parish	11,950	13,700	15,400	17,100	18,450	19,850	21,200	22,550
Baton Rouge-MSA-FMR								
Ascension Parish	11,800	13,500	15,150	16,850	18,200	19,550	20,900	22,250
East Baton Rouge Parish	11,800	13,500	15,150	16,850	18,200	19,550	20,900	22,250
East Feliciana Parish	11,800	13,500	15,150	16,850	18,200	19,550	20,900	22,250
Livingston Parish	11,800	13,500	15,150	16,850	18,200	19,550	20,900	22,250
Pointe Coupee Parish	11,800	13,500	15,150	16,850	18,200	19,550	20,900	22,250
St. Helena Parish	11,800	13,500	15,150	16,850	18,200	19,550	20,900	22,250
West Baton Rouge Parish	11,800	13,500	15,150	16,850	18,200	19,550	20,900	22,250
West Feliciana Parish	11,800	13,500	15,150	16,850	18,200	19,550	20,900	22,250
Lafayette-MSA								
Lafayette Parish	11,050	12,650	14,200	15,800	17,050	18,350	19,600	20,850
St. Martin Parish	11,050	12,650	14,200	15,800	17,050	18,350	19,600	20,850
Lake Charles-MSA								
Calcasieu Parish	10,700	12,200	13,750	15,250	16,450	17,700	18,900	20,150
Cameron Parish	10,700	12,200	13,750	15,250	16,450	17,700	18,900	20,150
Shreveport-MSA								
Bossier Parish	10,450	11,900	13,400	14,900	16,100	17,300	18,500	19,650
Caddo Parish	10,450	11,900	13,400	14,900	16,100	17,300	18,500	19,650
De Soto Parish	10,450	11,900	13,400	14,900	16,100	17,300	18,500	19,650
Monroe-MSA								
Ouachita Parish	10,100	11,550	13,000	14,450	15,600	16,750	17,900	19,050
Union Parish	10,100	11,550	13,000	14,450	15,600	16,750	17,900	19,050
Alexandria-MSA								
Grant Parish	9,400	10,750	12,100	13,450	14,550	15,600	16,700	17,750
Rapides Parish	9,400	10,750	12,100	13,450	14,550	15,600	16,700	17,750
Houma-MSA								
Lafourche Parish	10,350	11,850	13,350	14,800	16,000	17,200	18,400	19,550
Terrebonne Parish	10,350	11,850	13,350	14,800	16,000	17,200	18,400	19,550

Non-Metro Areas								
FY 2007 LCDBG Extremely Low Income Limits by Household Size (30% Median)								
Non-Metropolitan Parishes	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>	<u>6 Person</u>	<u>7 Person</u>	<u>8 Person</u>
Acadia Parish	9,900	11,350	12,750	14,150	15,300	16,450	17,550	18,700
Allen Parish	8,800	10,050	11,300	12,550	13,550	14,550	15,550	16,550
Assumption Parish	10,000	11,450	12,850	14,300	15,450	16,600	17,750	18,900
Avoyelles Parish	8,400	9,600	10,800	12,000	12,950	13,900	14,900	15,850
Beauregard Parish	9,750	11,100	12,500	13,900	15,000	16,100	17,250	18,350
Bienville Parish	8,400	9,600	10,800	12,000	12,950	13,900	14,900	15,850
Caldwell Parish	8,650	9,900	11,100	12,350	13,350	14,350	15,300	16,300
Catahoula Parish	8,400	9,600	10,800	12,000	12,950	13,900	14,900	15,850
Claiborne Parish	8,450	9,650	10,850	12,050	13,000	14,000	14,950	15,900
Concordia Parish	8,400	9,600	10,800	12,000	12,950	13,900	14,900	15,850
East Carroll Parish	8,400	9,600	10,800	12,000	12,950	13,900	14,900	15,850
Evangeline Parish	8,400	9,600	10,800	12,000	12,950	13,900	14,900	15,850
Franklin Parish	8,400	9,600	10,800	12,000	12,950	13,900	14,900	15,850
Iberia Parish	9,250	10,550	11,900	13,200	14,250	15,300	16,350	17,400
Iberville Parish	8,750	10,000	11,250	12,500	13,500	14,500	15,500	16,500
Jackson Parish	9,300	10,600	11,950	13,250	14,300	15,350	16,450	17,500
Jefferson Davis Parish	8,600	9,800	11,050	12,250	13,250	14,200	15,200	16,150
La Salle Parish	9,300	10,600	11,950	13,250	14,300	15,350	16,450	17,500
Lincoln Parish	10,000	11,450	12,850	14,300	15,450	16,600	17,750	18,900
Madison Parish	8,400	9,600	10,800	12,000	12,950	13,900	14,900	15,850
Morehouse Parish	8,400	9,600	10,800	12,000	12,950	13,900	14,900	15,850
Natchitoches Parish	8,450	9,650	10,850	12,050	13,000	14,000	14,950	15,900
Red River Parish	8,400	9,600	10,800	12,000	12,950	13,900	14,900	15,850
Richland Parish	8,400	9,600	10,800	12,000	12,950	13,900	14,900	15,850
Sabine Parish	8,400	9,600	10,800	12,000	12,950	13,900	14,900	15,850
St. James Parish	10,550	12,100	13,600	15,100	16,300	17,500	18,700	19,950
St. Landry Parish	9,900	11,350	12,750	14,150	15,300	16,450	17,550	18,700
St. Mary Parish	8,450	9,700	10,900	12,100	13,050	14,050	15,000	15,950
Tangipahoa Parish	9,450	10,800	12,150	13,500	14,600	15,650	16,750	17,800
Tensas Parish	8,400	9,600	10,800	12,000	12,950	13,900	14,900	15,850
Vermilion Parish	9,300	10,650	11,950	13,300	14,350	15,450	16,500	17,550
Vernon Parish	9,000	10,300	11,550	12,850	13,900	14,900	15,950	16,950
Washington Parish	8,400	9,600	10,800	12,000	12,950	13,900	14,900	15,850
Webster Parish	10,100	11,500	12,950	14,400	15,550	16,700	17,850	19,000
West Carroll Parish	8,400	9,600	10,800	12,000	12,950	13,900	14,900	15,850
Winn Parish	8,400	9,600	10,800	12,000	12,950	13,900	14,900	15,850

SAMPLE WORK WRITE-UP AND COST ESTIMATE

Applicant: Mrs. Beasley
Application #129
425 Fourth Street

Inspector: Orry Marrinous

Date Inspected: 3/9/04

Estimated Cost

LIVING ROOM 10' x 15'

Floors Remove existing subfloor (approximately 210 square feet) and replace with plywood subfloor at least 5/8". \$ _____

 Install sheet vinyl over wood surface, "Armstrong Standard" or equal (approximately 210 square feet). \$ _____

Walls Patch holes and cracks in existing plaster (approximately 6 square feet). Include lathing on south and west walls. \$ _____

 Paint walls (approximately 480 square feet) With two coats of interior latex paint, "Sherman Williams Good" or equal, with roller. \$ _____

BEDROOM #2 9' x 11'

Window Install screen and lock (3'x4'). \$ _____

Closet Install 16"x36" #2 pine shelf and 1-3/8" clothes pole. \$ _____

Walls Paint with 2 coats of interior latex "Sherwin Williams Good" or equal with roller (approximately 900 square feet). \$ _____

Doors and Paint using semi-gloss "Sherman Williams Woodwork Good" or equal using brush. \$ _____

Signature of Homeowner

Date

Estimated Cost

HALL 4' x 10'

Floor	Remove existing subfloor (approximately 40 square feet) and replace with plywood subfloor at least 5/8".	\$ _____
	Install vinyl asbestos floor tile "Armstrong Standard" or equal (approximately 40 square feet).	\$ _____
	Install shoe and baseboard (approximately 20 linear feet).	\$ _____
Ceiling	Install frame and cover on access hole (approximately 3'x3').	\$ _____
Electric	Remove existing hanging light cord and replace with UL approved ceiling fixture with switch.	\$ _____
Closet	Rebuild existing closet 3'9" x 2'0"; door size 2'0" x 6'8"; install 12" #2 pine shelf and 1-3/8" clothes pole.	\$ _____
Walls	Apply 2 coats interior latex "Sherman Williams Good" or equal with roller (approximately 200 square feet).	\$ _____
	Apply semi-gloss paint to 2 doors, door jams and baseboard. "Sherman Williams Good" or equal with brush.	\$ _____

KITCHEN 11'6" x 14'5"

Walls	Install shoe and baseboard (approximately 50 linear feet).	\$ _____
	Apply 2 coats interior latex, "Sherman Williams Good" or equal with roller (approximately 250 square feet).	\$ _____

Signature of Homeowner

Date

		<u>Estimated Cost</u>
Ceiling	Install 12"x12" celotex tile over existing wood ceiling (approximately 165 square feet) with adhesive.	\$ _____
Windows	Remove existing wood windows, reset and install new trim (approximately 2'x3").	\$ _____
	Paint window trim using semi-gloss "Sherman Williams Good" or equal with brush.	\$ _____
Cabinets	Remove 3 base kitchen cabinets and counter top. Install 36" door base cabinets with 2 drawers and 2 cabinets and formica counter top and 4" back-splash.	\$ _____ \$ _____
	Install 36" wall cabinets 26" high over base cabinet.	\$ _____
	Install stainless steel sink in top 32"x21".	\$ _____
Electric	Install 10" ventilation fan, vent fan through wall over stove.	\$ _____
	Remove existing electric panel box and install a new panel box (200 amp. minimum with breaker breaker switch) and replace all wiring inside wall. Replace all hazardous wiring as per code.	\$ _____
	Install 2 new electrical outlets in kitchen, check wiring, replace as necessary.	\$ _____
<u>BATHROOM</u> 6'x8'0"		
Floor	Remove existing subfloor (approximately 54 square feet), replace with plywood subfloor at least 5/8".	\$ _____
	Install vinyl asbestos floor tile, "Armstrong Standard" or equal (approximately 48 square feet).	\$ _____

Signature of Homeowner

Date

		<u>Estimated Cost</u>
Ceiling	Remove water damage plaster down to lathes, replace lathes if damaged, re-plaster (approximately 48 square feet), and paint with 2 coats of interior latex "Sherman Williams Good" or equal.	\$ _____
Walls	Scrape, seal, and repaint all walls with 2 coats of interior latex "Sherman Williams Good" or equal.	\$ _____
Toilet	Remove and replace existing toilet with new toilet. "Standard Quality".	\$ _____
 <u>EXTERIOR</u>		
Joists	Remove four rear joists, size 2"x10"x14', and replace with same size joists.	\$ _____
Fascia and Trim	Remove 2 deteriorated barge rafters size 2"x6"x12'. Replace with same size rafters.	\$ _____
Screen Doors	Replace 2 existing deteriorated screen doors 3'x6'8" with new aluminum screen doors.	\$ _____
Exterior Windows	Weatherstrip 8 windows with spring bronze.	\$ _____
Exterior Walls	Caulk around all openings and seal all cracks in exterior siding. Scrape all exterior walls, paint all exterior wood surfaces with 2 coats of exterior oil base paint.	\$ _____
Termite Control	Spray for termites and other pests by a licensed contractor.	\$ _____
Attic	Install 6" blown fiberglass insulation.	\$ _____
Plumbing	Route all waste lines (by a roofer sewer contractor). Call plumbing inspector to inspect this operation.	\$ _____
Wrap Pipes	Wrap pipes or ducts in crawl space with 1-1/2" foil scrim fiberglass.	\$ _____

Signature of Homeowner

Date

Estimated Cost

Vapor
Barrier

Install 4 mil vapor barrier on
ground in crawl space.

\$ _____

PERMITS REQUIRED:

Electric, Building, & Plumbing

I hereby certify that the foregoing repairs will be sufficient to bring this unit up to Section 8 minimum property standards.

Date

Community Inspector

I understand that the foregoing repairs represent the full and exact extent of work to be undertaken on this property and that no changes to this list can be made without prior written approval of the Community, the contractor and myself.

Date

Homeowner

Contractor Requirements

R.S. 37:2150

PROFESSIONS AND OCCUPATIONS

CH.24

2150. Purpose; legislative intent

The purpose of the legislature in enacting this Chapter is the protection of the health, safety, and general welfare of all those persons dealing with persons engaged in the contracting vocation, and the affording of such persons of an effective and practical protection against the incompetent, inexperienced, unlawful, and fraudulent acts of contractors with whom they contract. Further, the legislative intent is that the State Licensing Board for Contractors shall monitor construction projects to ensure compliance with the licensure requirements of this Chapter.

2150.1. Definitions

As used in this Chapter, the following words and phrases shall be defined as follows:

- (1) “Board” means the State Licensing Board for Contractors.
- (2) “Commercial purposes” means any construction project other than residential homes, a single residential duplex, a single residential triplex, or a single residential fourplex. A construction project consisting of residential homes where the contractor has a single contract for the construction of more than two homes within the same subdivision shall be deemed a commercial undertaking.
- (3) “Contract” means the entire cost of the construction undertaking, including labor, materials, rentals, and all direct and indirect project expenses.
- (4)(a) “Contractor” means any person who undertakes to, attempts to, or submits a price or bid or offers to construct, supervise, superintend, oversee, direct, or in any manner assume charge of the construction, alteration, repair, improvement, movement, demolition, putting up, tearing down, or furnishing labor, or furnishing labor together with material or equipment, or installing the same for any building, highway, road, railroad, sewer, grading, excavation, pipeline, public utility structure, project development, housing, or housing development, improvement, or any other construction undertaking for which the entire cost of same is fifty thousand dollars or more when such property is to be used for commercial purposes other than a single residential duplex, a single residential triplex, or a single residential fourplex. A construction project which consists of construction of more than two single residential homes, or more than one single residential duplex, triplex, or fourplex, shall be deemed to be a commercial undertaking.
- (b) The term “contractor” includes general contractors, subcontractors, architects, and engineers who receive an additional fee for the employment or direction of labor, or any other work beyond the normal architectural or engineering services.

- (c) A contractor holding a license in the major classification of hazardous materials, or any subclassifications thereunder, shall be defined in terms of work performed for which the cost is one dollar or more.
- (d) “Contractor” shall not mean any person, supplier, manufacturer, or employee of such person who assembles, repairs, maintains, moves, puts up, tears down, or disassembles any patented, proprietary, or patented and proprietary environmental equipment supplied by such person to a contractor to be used solely by the contractor for a construction for a construction undertaking.
- (5) “Executive director” means the person appointed by the board to serve as the chief operating officer in connection with the day-to-day operation of the board’s business.
- (6)(a) “General contractor” means a person who contracts directly with the owner. The term “general contractor” shall include the term “primary contractor” and wherever used in this Chapter or in regulations promulgated thereunder “primary contractor” shall mean “general contractor”.
- (b) “General contractor” shall not mean any person, supplier, manufacturer, or employee of such person who assembles, repairs, maintains, moves, puts up, tears down, or disassembles any patented, proprietary, or patented and proprietary environmental equipment supplied by such person to a contractor to be used solely by the contractor for a construction undertaking.
- (7) “Home improvement contracting” means the reconstruction, alteration, renovation, repair, modernization, conversion, improvement, removal, or demolition, or the construction of an addition to any pre-existing owner occupied building which building is used or designed to be used as a residence or dwelling unit, or to structures which are adjacent to such residence or building. “Home improvement contracting” shall not include services rendered gratuitously.
- (8) “Home improvement contractor” means any person, including a contractor or subcontractor, who undertakes or attempts to, or submits a price or bid on any home improvement contracting project.
- (9) “Person” means any individual, firm, partnership, association, cooperative, corporation, limited liability company, limited liability partnership, or any other entity recognized by Louisiana law; and whether or not acting as a principal, trustee, fiduciary, receiver, or as any other kind of legal or personal representative, or as a successor in interest, assignee, agent, factor, servant, employee, director, officer, or any other representative of such person; or any state or local governing authority or political subdivision performing a new construction project which exceeds the contract limits provided in R.S. 38:2212 and which does not constitute regular maintenance of the public facility or facilities which it has been authorized to maintain.
- (10) “Qualifying party” means a natural person designated by the contractor to represent the contractor for the purpose of complying with the provisions of this Chapter including without limitation meeting the requirements for the initial license and/or any continuation thereof.
- (11) “Residential building contractor” means any corporation, partnership, or individual who constructs a fixed building or structure for sale for use by another as a residence or who, for a price, commission, fee, wage, or other compensation, undertakes or offers to undertake not more than three floors in height, to be used by another as a residence, when the cost of the undertaking

exceeds fifty thousand dollars. The term “residential building contractor” includes all contactors, subcontractors, architects, and engineers who receive an additional fee for employment or direction of labor, or any other work beyond the normal architectural or engineering services. It shall not include the manufactured housing industry or those persons engaged in building residential structures that are mounted on metal chassis and wheels.

(12) “Subcontract” means the entire cost of that part of the contract which is performed by the subcontractor.

(13)(a) “Subcontractor” means a person who contracts directly with the primary contractor for the performance of a part of the principle contract or with another contractor for the performance of a part of the principle contract.

(b) “Subcontractor” shall not mean any person, supplier, manufacturer, or employee of such person who assembles, repairs, maintains, moves, puts up, tears down, or disassembles any patented, proprietary, or patented and proprietary environmental equipment supplied by such person to a contractor to be used solely by the contractor for a construction undertaking.

2157. Exemptions

A. There are excepted from the provisions of this Chapter:

(1) Any public utility providing gas, electric, or telephone service which is subject to regulation by the Louisiana Public Service Commission or the council of the city of New Orleans, or to any work performed by such public utility in furnishing its authorized service.

(2) Owners of property who supervise, superintend, oversee, direct, or in any manner assume charge of the construction, alteration, repair, improvement, movement, demolition, putting up, tearing down, or maintenance of any building, railroad excavation, project, development, improvement, plan facility, or any other construction undertaking, on such property, for use by such owner and which will not be for sale or rent, and the control of access to which shall be controlled by the owner so that only employees and non-public invitees are allowed access.

(3) Persons donating labor and services for the supervision and construction of or for the maintenance and repair of churches.

(4) Farmers doing construction for agricultural purposes on leased or owned land.

(5) Persons bidding or performing work on any project totally owned by the federal government.

(6) Persons bidding work partially funded by the federal government if a federal regulation or law prohibits the requirement of said license; however, the successful bidder shall apply for a license and meet all requirements of the law and rules and regulations of the board prior to commencement of work.

(7) Persons engaged in the rail or pipeline industry with respect to rail or pipeline construction activities performed on property owned or leased by such persons.

(8) Citizens volunteering labor for the construction of a project which is funded by the Louisiana

Community Development Block Grant, Louisiana Small Towns Environmental Program.

(9) Persons, suppliers, manufacturers, or employees of such persons who assemble, repair, maintain, move, put up, tear down, or disassemble any patented, proprietary, or patented and proprietary environmental equipment supplied by such persons to a contractor to be used solely by the contractor for a construction undertaking.

(10) The manufactured housing industry or those persons engaged in any type of service, warranty, repair, or home improvement work on factory-built, residential dwellings that are mounted on chassis and wheels.

B. However, the provisions of this Chapter shall apply to any contractor employed by persons exempted hereinabove. Further, nothing herein shall be construed to waive local and state health and life safety code requirements.

2160. Engaging in business of contracting without authority prohibited; penalty

A. (1) It shall be unlawful for any person to engage or to continue in this state in the business of contracting, or to act as a contractor as defined in this Chapter, unless he holds an active license as a contractor under the provisions of this Chapter.

(2) It shall be unlawful for any contractor, licensed or unlicensed, who advertises in any form or in any news medium, to advertise that he is a licensed contractor without specifying the type of license to which he is referring.

B. It shall be sufficient for the indictment, affidavit, or complaint to allege that the accused unlawfully engaged in business as a contractor without authority from the State Licensing Board for Contractors.

C. Anyone violating this Section of this Chapter shall be guilty of a misdemeanor and, upon conviction, shall be fined a sum not to exceed five hundred dollars per day of violation or three months in prison, or both.

2167. Licensure required; qualifications; examination; waivers

A. No person shall work as a residential building contractor, as defined in this Chapter, in this state unless he holds an active license in accordance with the provisions of this Chapter.

B. In order to obtain a license as a residential building contractor an applicant shall demonstrate to the subcommittee that he:

(1) Has submitted certificates evidencing workers' compensation coverage in compliance with Title 23 of the Louisiana Revised Statutes of 1950, and liability insurance in a minimum amount of one hundred thousand dollars or liability protection provided by a liability trust fund as authorized by R.S. 22:5(9)(d) in a minimum amount of one hundred thousand dollars.

(2) Has passed the examination administered by the State Licensing Board for Contractors.

(3) Has submitted a financial statement prepared by an independent auditor and signed by the applicant and auditor before a notary public, stating that the applicant has a net worth of at least ten thousand dollars.

C. The State Licensing Board for Contractors shall administer an examination for licensure of residential building contractors at such times and places as it shall determine in accordance with the testing procedures of the board. The examination shall test the applicant's knowledge of such subjects as the subcommittee may consider useful in determining the applicant's fitness to be a licensed residential building contractor. The subcommittee shall determine the criteria for satisfactory performance.

D. The subcommittee shall waive the examination and grant a residential building contractor's license to any person working in the residential building industry who meets at least one of the following requirements:

(1) Holds a builder construction license issued by the State Licensing Board for Contractors prior to February 1, 1996.

(2) to (4) Terminated by Acts 1997, No. 925, 1, eff. January 1, 1998.

2170. Exceptions

A. There are excepted from the provisions of this Chapter:

(1) Owners of property who supervise, superintend, oversee, direct, or in any manner assume charge of the construction, alteration, repair, improvement, movement, demolition, putting up, tearing down, or maintenance of their personal residences, provided the homeowner does not build more than one residence per year. The one-year period shall commence on the date of occupancy of the residence. However, an owner of property may build more than one personal residence in a one-year period if the construction of an additional residence occurs as a result of a change in the legal marital status of the owner or change in the employment status of the owner whereby the owner must relocate to another employment location, which is located in excess of fifty miles from his personal residence.

(2) Persons performing the work of a residential building contractor in areas or municipalities that do not have a permitting procedure.

(3) Farmers doing construction for agricultural or related purposes on leased or owned land.

B. However, the provisions of this Chapter shall apply to any contractor employed by persons exempted in Subsection A except those contractors employed for remodeling purposes. Further, nothing in this Section shall be construed to waive local and state health and life safety code requirements.

PART II. HOME IMPROVEMENT CONTRACTING

Re-designations in Chapter 24

Acts 2003, No. 1146, 2 added Chapter 24, Part I, "Home Improvement Contracting", containing R.S. 37:2175.1 to 37:2175.5. This Part I as added by Acts 2003, No. 1146 was re-designated, pursuant to the statutory revision authority of the Louisiana State Law Institute, as Part II of Chapter 24. On the same authority, R.S. 37:2150 to 37:2173 of Chapter 24 were designated as Part I, "General" of that Chapter.

2175.1 Home improvement contracting; written contract required

A. Every agreement to perform home improvement contracting services, as defined by this Part, in an amount in excess of seventy-five hundred dollars shall be in writing and shall include the following documents and information:

(1) The complete agreement between the owner and the contractor and a clear description of any other documents which are or shall be incorporated into the agreement.

(2) The full names, addresses, and the registration number of the home improvement contractor.

(3) A detailed description of the work to be done and the materials to be used in the performance of the contract.

(4)(a) The total amount agreed to be paid for the work to be performed under the contract including all change orders and work orders.

(b) An approximation of the cost expected to be borne by the owner under a cost-plus contract or a time-and-materials contract.

(5) The signature of all parties.

B. At the time of signing, the owner shall be furnished with a copy of the contract signed by both the home improvement contractor and the owner. No work shall begin prior to the signing of the contract and transmittal to the owner of a copy of the contract.

C. Contracts which fail to comply with the requirements of this Section shall not be invalid solely because of noncompliance.

2175.2 Home improvement contracting; registration required

A. No person shall undertake, offer to undertake, or agree to perform home improvement contracting services unless registered with and approved by the Residential Building Contractors Subcommittee of the State Licensing Board of Contractors as a home improvement contractor.

B. In order to be registered as a home improvement contractor, an applicant must make a written application under oath to the subcommittee. The application shall set forth information that includes the following:

(1) The applicant's name, home address, business address, and social security number.

(2) The names and addresses of any and all owners, partners, or trustees of the applicant including, in case of corporate entities, the names and addresses of any and all officers, directors, and principal shareholders. The Section shall not apply to publicly traded companies.

(3) A statement whether applicant has ever been previously registered in the state as a home improvement contractor, under what other names he was previously registered, whether there have been previous judgments or arbitration awards against him, and whether his registration has ever been suspended or revoked.

C. The applicant shall furnish the board proof of workers' compensation insurance.

D. The subcommittee shall fix fees, in an amount not to exceed fifty dollars, in a manner established by its rules for the registration and renewal for home improvement contractors.

E. No application for registration or renewal conforming to the requirements of this Section may be denied or revoked except for a finding by the subcommittee that the applicant has done one or more of the following acts which are grounds for denial:

(1) Made material omissions or misrepresentations of fact on their application for registration or renewal.

(2) Failed to pay either the registration fee or renewal fee.

(3) Failed consistently to perform contracts or has performed contracts in an unworkmanlike manner or has failed to complete contracts with no good cause or has engaged in fraud or bad faith with respect to such contracts.

F. The subcommittee shall issue and deliver a certificate of registration to all applicants who have been approved for registration. Each certificate of registration issued by the subcommittee shall bear a number which shall be valid for one year from the date of its issuance and may be renewed upon approval of the subcommittee. The certificate shall not be transferable.

2175.3. Home improvement contracting; prohibited acts; violations

A. The following acts are prohibited by persons performing home improvement contracting services:

(1) Operating without a certificate of registration issued by the subcommittee.

(2) Abandoning or failing to perform, without justification, any contract or project engaged in or undertaken by a registered home improvement contractor, or deviating from or disregarding plans or specifications in any material respect without the consent of the owner.

(3) Failing to credit the owner any payment they have made to the home improvement

contractor in connection with a home improvement contracting transaction.

(4) Making any material misrepresentation in the procurement of a contract or making any false promise likely to influence, persuade, or induce the procurement of a contract.

(5) Violation of the building code of the state or municipality.

(6) Failing to notify the subcommittee of any change of trade name or address, or conducting a home improvement contracting business in any name other than the one in which the home improvement contractor is registered.

(7) Failing to pay for materials or services rendered in connection with his operating as a home improvement contractor where he has received sufficient funds as payment for the particular construction work, project, or operation for which the services or material were rendered or purchased.

(8) Making a false representation that the person is a state licensed general contractor.

B. Violations of this Section shall subject the violator to the administrative sanctions as prescribed in this Part.

2175.4. Home improvement contracting; administrative penalties

A. If the subcommittee determines that any registrant is liable for violation for any of the provisions contained in this Part, the subcommittee may suspend the registrant's certificate of registration for such period of time as shall be determined by the subcommittee; revoke the registrant's certificate of registration, or reprimand the registrant.

B. The subcommittee may assess an administrative penalty not to exceed one hundred dollars or twenty-five percent of the total contract price, whichever is greater, payable within thirty days of their order, for each violation of any of the provisions of this Part, committed by the home improvement contractor who is registered or who is required to be registered, plus any administrative costs incurred by the subcommittee.

C. In determining whether to impose an administrative penalty, the administrator shall consider the seriousness of the violation, the effect of the violation on the complainant, any good faith on the part of the home improvement contractor, and the home improvement contractor's history of previous violations.

2175.5. Home improvement contracting; exceptions

A. The following persons are excepted from the provisions of this Part:

(1) The state or any of its political subdivisions.

(2) A homeowner who physically performs the home improvement work on their personal residence.

(3) Persons licensed as a contractor, subcontractor, or residential building contractor pursuant to Chapter 24 of Title 37 of the Louisiana Revised Statutes of 1950.

(4) Electricians, plumbers, architects, or other persons who are required by law to attain standards of competency or experience as a prerequisite to licensure for and engaging in such profession who are acting exclusively within the scope of the profession for which they are currently licensed pursuant to such other law.

(5) Any person who performs labor or services for a home improvement contractor for wages or salary and who does not act in the capacity as a home improvement contractor.

(6) Any person who works exclusively in any of the following home improvement areas:

- (a) Landscaping
- (b) Interior painting or wall covering.

B. Nothing in this Section shall be construed to waive local and state health and life safety code requirements.

SAMPLE
CONTRACT PACKAGE FOR REHABILITATION

KNOW ALL MEN BY THESE PRESENTS:

Community of _____

This agreement made the ___ day of _____, 20____ by and between
_____ hereinafter referred to as the

"Owner" and
_____ hereinafter referred to as

"Contractor", with the Community of _____,
hereinafter referred to as the

"Community", acting as the Owner's agent.

W I T N E S S E T H

The Owner does hereby employ the contractor to do all the work and provide all materials, tools, machinery, supervision, etc., necessary for the Rehabilitation of the property known as:

_____ for the total sum of _____

Dollars (\$ _____), all in accordance with the work write-up, estimate, plans, and specifications which are attached hereto as Attachment "A" and expressly incorporated herein by reference and made a part hereof.

1. The Contractor does hereby agree that he will perform the work diligently and in a good workmanship manner, using the materials specified or materials of at least equal quality.
2. The Contractor shall be responsible for obtaining all necessary permits for the work to be performed, and the work being done or any part thereof shall not be deemed completed until same has been accepted as satisfactory by the Owner or by the Community.

3. When adjacent property is affected or endangered by any work done under this contract, it shall be the responsibility of the Contractor to take whatever steps are necessary for the protection of the adjacent property and to notify the Owner thereof of such hazard.
4. The Contractor hereby agrees not to assign or sublet this contract without the written consent of the Owner. The request for assignment shall be addressed to the Owner, c/o the Office of Community Development.
5. In the event of any breach of this contract, the Owner, may at his option engage the services of another contractor to complete the work and deduct the cost of such completion from the amount due the Contractor hereunder.
6. Upon satisfactory completion of the work, the Owner will pay the Contractor 90 percent of the contract price and will issue a written acceptance of work, and the Contractor shall immediately file the same with the Clerk of the Court for Community. After the expiration of 45 days from the registry of the notice of acceptance and after the Contractor shall have delivered to the Owner a certificate from the Clerk of the Court in the name of the Owner and Contractor, showing no liens or claims arising out of the work are recorded and that more than 45 days have elapsed since the registry of the notice, this contract shall be completed and the Contractor and his surety shall be discharged and the Contractor paid the 10 percent retainage.
7. The City does hereby agree to make progress payments, if any, in accordance with the following conditions:
 - (a) Progress payments shall not exceed 90 percent of the value of the specified work satisfactorily completed.
 - (b) Contracts over \$3,500 but not exceeding \$5,000; One (1) partial payment may be requested by the contractor after a minimum of 50 per cent of the total contract work is satisfactorily completed.
 - (c) Contracts over \$5000; Two (2) partial payments may be requested by the Contractor, (1) First Partial Payment -- after a minimum of 40 percent of the work is satisfactorily completed; (2) Second Partial Payment -- after an additional 40 percent of the total contract work is satisfactorily completed.
8. The Contractor covenants and agrees to, and does hereby, indemnify, and hold harmless and defend the Owner, the Office of Community Development, The Community, and State of Louisiana, their agents, servants of employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind of character, whether real or asserted, arising out of this agreement of the work to be performed hereunder. The Contractor hereby assumes all liability and responsibility for injuries, claims or suits for damages, to persons or property of whatsoever, kind of character,

whether real or asserted, occurring during the time the work is being performed and arising out of the performance of same.

9. Neither the Contractor nor any subcontractor shall commence work under this agreement until all insurance required under this paragraph has been secured and such insurance has been approved by the Owner:

Compensation Insurance: The Contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all of his employees at the site of the project; and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees.

General Liability and Property Damage Insurance: The Contractor shall take out and maintain during the life of this contract, such general liability and property damage insurance that shall protect him and any subcontractor performing work covered by this contract from claims for damages or personal injury, including accidental death, as well as from claims for property damage which may arise from operation under this contract, whether such operation be by himself or by one directly or indirectly employed by either of them; and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000) for injuries, including accidental death, to any one person; and in an amount of not less than One Hundred Thousand Dollars (\$100,000) on account of one accident.

It is further agreed that the Contractor, at his sole cost and expense, shall acquire and maintain fire and extended coverage insurance upon the entire structure on which the work on this contract is to be one, to one hundred (100) percent of the insurable value which is declared to be \$_____, on a form of policy approved by the Insurance Commissioner of the State of Louisiana, of an agency duly delegated by him for insuring such a risk in the State of Louisiana. Loss, if any, is to be payable to the Owner having legal title to the property that is to be rehabilitated, except in such cases as may require payment of the proceeds of such insurance to a mortgagee as his interest may appear.

10. It is agreed that the Owner is hereby obligated to issue a written proceed-order to the Contractors within thirty (30) days from the date of execution of this contract. It is further agreed that the Contractor will, after the receipt of such order, begin the work to be performed under this contract within ten (10) calendar days of the date of such order. Upon commencement of work the Contractor hereby agrees to complete the same within sixty (60) days, time being of the essence.
11. Contractor hereby guarantees the improvements herein provided for, for a period of one year from the date of final acceptance of all work required by this contract. It is further agreed that the Contractor will furnish the Owner, c/o Office of Community

Development, with all manufacturers and suppliers written guarantee and warranties covering materials and equipment furnished under this contract.

12. The Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees at work; and at the completion of the work he shall remove all his rubbish from and about the building and all his work "broom clean" or its equivalent. It is further agreed that all materials and equipment that have been removed and replaced as a part of the work hereunder shall belong to the Contractor.
13. The Contractor shall, upon completion of the work, and upon final payment by the Owner, furnish the Owner with an affidavit certifying that all charges for execution of this contract, have been paid in full, to the end that no liens of any kind or character (save and except those between the parties hereto) may be affixed against the above described property. Final payment of the contract amount will be made only after final inspection and acceptance of all work to be performed by the contractor, and the contractor's satisfactory releases of liens or claims for liens by the contractor, subcontractors, laborers, and materials suppliers.
14. The Contractors shall remove any and all cracking, scaling, peeling, chipping and loose paint and repaint all surfaces using two coats of a non-lead based paint. Where the paint film integrity of the applicable surface cannot be maintained, paint shall be completely removed or the surface covered with a suitable material such as gypsum, wallboard, plywood, or plaster before any repainting is undertaken.
15. The State grantor agency, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of four (4) years from the official date of close-out of the grant.
16. No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

17. This instrument which includes Part II Terms and Conditions constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a previously written contract, signed by the parties hereto, and approved in writing by the Community of _____, Office of Community Development.

18. In the event there is any conflict between the provisions of this contract and the provisions of Attachment "A", the provisions of this contract shall in all cases prevail.

19. After Rehabilitation, if a unit is sold, rented, leased or otherwise vacated within five (5) years from the end of the lien period, the grant funds used to Rehabilitate that unit must be pro-rated over the five (5) year period and that portion of time not lived in the house by the homeowner be converted to a dollar amount and returned to the State. (Example: A \$15,000 rehabbed unit sold after two (2) years would equate to \$15,000 divided by 5 = \$3,000 per year or \$6,000 of grant money forgiven and \$9,000 of grant money returned to the State.) If this should occur you should notify the State immediately for instructions.

20. In the event the unit to be Rehabilitated is located within an area designated as having special flood hazards by the Federal Flood Insurance Administration and the Department of Housing and Urban Development, the homeowner shall be required to secure and maintain a policy of flood insurance on the unit for a minimum of one (1) year after completion of the unit, with a maximum of the lien period length. A minimum of one (1) year should be paid with CDBG funds. A copy of the insurance certificate or policy shall be required for documentation and the community shall retain same in the rehabilitation file. The homeowner shall be counseled prior to application approval of this requirement. In all such cases, all Rehabilitation construction shall comply with appropriate FIA regulations and related executive orders.

21. Davis-Bacon Act (40 U.S.C. 276a-276a5) requirements do not apply to Housing Rehabilitation contracts unless eight or more units are bid under one contract.

EXECUTED AT *Community*, Louisiana, this _____ day of _____, 20_____.

Contractor _____

Owner _____

Witness

Witness

Certifications:

I, _____,
certify that I am the _____ of the corporation
named as Contractor herein, that _____,
who signed this Agreement on behalf of the Contractor, was then _____ of
said corporation; that said Agreement was and is within the scope of its corporate powers.

Corporate Seal

SPECIAL EQUAL OPPORTUNITY PROVISIONS

- A. Activities and Contracts Not Subject to Executive Order 11246, as Amended
(Applicable to federally assisted construction contracts and related subcontracts of \$10,000 and under.)

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

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

- B. Executive Order 11246 (contracts/subcontracts above \$10,000)

1. Section 202 Equal Opportunity Clause

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and 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 consideration without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, 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 Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (6) In the event of the Contractor's noncompliance with the non-discrimination 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 in accordance with procedures authorized 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.
- (7) The Contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, 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 Department 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 Department, the Contractor may request the United States to enter into such litigation to protect the interest of United States.

2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000).

(1) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

(2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation	Goals for female participation
(Insert goals)	(Insert goals for current year)

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

With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals

established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (3) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- (4) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed, giving the State, parish, and city, if any).

3. Standard Federal Equal Employment Opportunity
Construction Contract Specifications (Executive Order 11246)

- (1) As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

- d. "Minority" includes:
- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iiii) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) When the Contractor, or any subcontractor at anytime, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in compliance with the provisions of any such Hometown Plan. Each Contractor or sub-contractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The

Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement have not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in

meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on a bulletin board accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- (8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and time-tables, and can provide access to documentation which demonstrates the effectiveness of actions

taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

- (9) A single goal for minorities and a separate single goal for women has been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).
- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any persons because of race, color, religion, sex, or national origin.
- (11) The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
- (12) The Contractor shall not carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended.
- (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic,

apprenticeship trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Non-segregated Facilities (Over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, *transportation and housing facilities provided for employees which are segregated on the basis of race, color, religion, or otherwise. He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

E. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

F. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

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

contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

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

G. Section 503 Handicapped (for contracts of \$10,000 or Over) Affirmative Action for Handicapped Workers

- (a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (c) In the event of the Contractor's noncompliance with the requirements of

this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

- (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (f) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$100,000.)

Compliance With Air and Water Acts

During the performance of this contract, the Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- (2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
- (3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structures). The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

B. Use of Explosives (Modify as required)

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices (Modify as Required)

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

ACCESS TO RECORDS-MAINTENANCE OF RECORDS

The State grantor agency, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location

by the unit of local government and will be maintained for a period of four (4) years from the official date of close-out of the grant.

CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS.

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

MINORITY AND FEMALE CONTRACTOR ASSOCIATIONS

Lists of minority and female owned businesses are available from various sources including the Louisiana Department of Transportation and Development, the U.S. Department of Housing and Urban Development, New Orleans Area Office and the Division of Minority/Women Business Enterprise in the Department of Economic Development. These lists are available solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the equal opportunity provisions contained in these supplemental General Conditions. The lists do not contain a complete listing of minority and female businesses. The information may in some cases be out of date.

RESTRICTIONS ON THE AWARD OF CERTAIN CONTRACTS AND SUBCONTRACTS TO FOREIGN COUNTRIES

Section 109 of Public Law 100-202 provides that none of the LCDBG funds appropriated may be obligated or expended to enter into any contract for the construction, alteration, or repair of any public building or public work in the United States or any territory or possession of the United States with any contractor or subcontractor of a foreign country, or any supplier of products of a foreign country during any period in which such foreign country is prohibited from participation by the United States Trade Representative. Currently, Japan is the only country that has been so classified.

SAMPLE

CERTIFICATION OF BIDDER REGARDING SECTION 3
AND SEGREGATED FACILITIES

Name of Prime Contractor

Project Name and Number

The undersigned hereby certifies that

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).
- (c) No segregated facilities will be maintained.

Name & Title of Signer (Print or Type)

Signature

Date

SAMPLE

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES

Name of Subcontractor

Project Name & Number

The undersigned hereby certifies that

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).
- (c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name and Title of Signer (Print or Type)

Signature

Date

NOTICE OF ACCEPTANCE OF WORK

TO ALL WHOM IT MAY CONCERN, and especially to all subcontractors, workers, laborers, mechanics, and furnishers of material.

Public Notice is hereby given, according to law, that _____
_____ has accepted the work done by _____
_____, the contractor, under this contract with him/her of
date _____, and recorded in Book _____,
Folio _____, of the mortgage records of the _____
_____, such contract being entitled

_____.

All subcontractors, workers, laborers, mechanics, and furnishers of materials must assert whatever claim they have against the said contractor, growing out of the execution of said contract, according to law, within sixty (60) days from registration thereof.

Date: _____ By: _____

RELEASE OF LIEN FORMS

GENERAL CONTRACTOR'S AFFIDAVIT, WARRANTY, AND LIEN WAIVER

STATE OF LOUISIANA
vs
ELWYN PARISH

LOAN NO.: _____
OWNER: _____
ADDRESS: _____
BLOCK & LOT: _____

THAT I, the undersigned, being duly sworn, do depose and say that I was contracted to construct, alter, or repair an improvement on the above described property.

THAT the improvements on the subject property have been fully and satisfactorily completed in substantial conformity with the contract.

THAT all the materials used in said improvement, all labor performed thereon, and all fees, industrial insurance, and permits, in connection with the said improvements which might give rise to liens on the within described property have been paid in full.

Listed below are all subcontractors and major materialmen included in this work. Attached are waivers of liens from all of them as substantiation of the above statement.

(Name of Subcontractor or Materialman and Address)

THAT the affiant hereby waives any lien or right to lien which he may have against the described property and warrants to save harmless the said Property Owner and the Office of Community Development of the City of Monitor from any liens which are now in existence, or may hereafter arise by reason of said improvements, and cause the same to be released of record immediately.

THAT the foregoing waiver and these statements are an express warranty and representation to the Office of Community Development of the City of Monitor and the Property Owner of the facts herein sworn to and is made for valuable consideration, receipt whereof is acknowledged.

SUBSCRIBED AND SWORN to before me this ___ day of _____, 20 ___

Notary Public

My Commission Expires _____

SUBCONTRACTOR'S OR MATERIALMAN'S
AFFIDAVIT, WARRANTY, AND LIEN WAIVER

STATE OF LOUISIANA
vs
ELWYN PARISH

LOAN NO.: _____
ADDRESS: _____
BLOCK/LOT: _____

THAT I, the undersigned, to depose and say that I was employed to furnish labor or engaged to furnish material for an improvement being situated on certain real estate in _____ Parish, State of Louisiana.

I hereby declare that I have been paid in full for my labor or the material supplied for said improvement and I waive any lien or right to lien against the described property. I warrant to save harmless the said Property Owner and the Office of Community Development of the City or Monitor from any lien(s) which are now in existence or may hereafter arise by reason of said improvements.

Name of Company

By: _____
Signature

Date: _____

REHABILITATION PROGRAM FILE CHECKLIST

1. Written Rehabilitation Program Guidelines
2. Council/Board Resolution adopting Rehabilitation Guidelines as formal City/Parish policy
3. Copies of all unfunded applications for Rehabilitation assistance. This file must also include the REASONS the application was not funded.
4. Individual Rehabilitation contract files for EACH Rehabilitation job. Each file is to include:
 - Family Survey
 - Final Verification Form for Social, Household, and Income
 - Home Write-up and Cost Estimate
 - Signed Lead Based Paint Notice
 - Executed Contract Documents
 - Verification of Temporary Living Facility Inspection
 - Contractor Clearance
 - Verification of Contractor's License/Registration
 - Notice to Proceed
 - Verification of Contractor's Workman's Compensation and General Liability Insurance
 - Site Inspection Reports
 - Requests for Partial Payment and Documentation
 - Final Inspection Report and Punch List
 - Notice of Acceptance of Work
 - Date Property Lined for 5 years
 - Affidavit, Warranty and Release of Lien for Contractor, Subcontractors and Suppliers
 - Record of Follow-up Inspection Visit
 - Copies of any Written Complaints
 - Resolution of Complaints, if any, and copies of any correspondence related to the complaint.

REHABILITATION GUIDELINE CHECKLIST

The following information should be used as an aid in developing your community's Housing Rehabilitation Plan.

- A. Have Rehabilitation Program Guidelines (policies and procedures) been developed and approved by the local governing body?
- B. Do the guidelines:
 - 1. State general objectives of the Rehabilitation program that are consistent with regulations and community needs?
 - 2. Clearly state eligibility requirements for participation to include household income, ownership, occupancy, need for Rehabilitation, geographical boundaries, Rehabilitation feasibility, conflict of interest, lead-based paint, etc?
 - 3. Are the eligibility requirements appropriate and consistent with program objectives?
 - 4. Establish and appropriate grant and/or loan limitation considering the condition of the target housing stock and needs of the target population?
 - 5. Identify a Property Rehabilitation Standard (Section 8 H.Q.S., Southern Standard Housing Code, local housing code, etc.)?
 - 6. Require each Rehabilitated unit to comply at a minimum with the Section 8 H.Q.S. and Cost Effective Energy Conservation Standards at the completion of rehabilitation?
 - 7. Clearly identify eligible Rehabilitation costs?
 - 8. Define the roles and responsibilities of all program staff the property owner and contractor, through all phases of program implementation?
 - 9. Include the necessary procedures and forms for application processing and financial and construction management?
 - 10. Establish a coordinated relationship with the local code enforcement program, if there is a local code enforcement program?
 - 11. Identify actions to recruit and assist contractors, particularly small, minority, and female contractor?
 - 12. Include minimum qualifications for contractors and provide for the evaluation of contractor credentials?

13. Include appropriate measures to deny participation to contractors who fail to perform in a satisfactory manner?
14. Require the preparation of a detailed work write-up and cost estimate for each unit?
15. Include General Rehabilitation Specifications that adequately prescribe materials, methods, and workmanship quality?
16. Establish procedures to ensure compliance with the Lead Base Paint Regulations?
17. Specify all work to be warranted for a period of one (1) year?
18. Specify all work to be completed in a timely, professional and workmanlike manner?
19. Require owner occupation for 6 months prior to application submission.
20. Establish usufruct requirements.
21. Ensure that all property Rehabilitated be liened for a minimum period of five (5) years.
22. Establish a procurement policy and procedures (to include procurement method, form of contract, etc.) that comply with 24 CFR 85.36, which requires that procurement actions be conducted in a manner that promotes open and free competition.

SAMPLE NOTICE
DEMOLITION OF VACANT, SUBSTANDARD UNITS

Re: Demolition of Vacant, Substandard Units

Dear _____:

I wish to advise that Louisiana R.S. 33:4761 et seq. and Chapter 18, Sections 18.2 et seq. of the _____ Municipal Code provides that dangerous buildings may be condemned and removed by the City of _____ by following this procedure:

1. The Building Inspector of the City of _____ must submit a written report to the Mayor and Council, recommending the demolition or removal of the building. The report must be signed by the inspector.
2. The Mayor shall then serve notice on the owner of the building, requiring him to show cause, at a hearing of the Mayor and Council, why the building should not be condemned. The date and the hour of the hearing must be stated in the notice, and it must be served at least ten days prior to the date of the hearing. The notice may be served by the Chief of Police, or by any Sheriff or Deputy Sheriff.
3. The serving officer must make a return of the service as in ordinary cases.
4. If the owner is absent from the State, or unknown, the Mayor must appoint an Attorney at Law upon whom the notice will be served.
5. The notice shall be filed with the Recorder of Mortgages.
6. After the hearing, the Mayor and Board must pass a resolution ordering the condemnation of the building, and that it be demolished or removed within a certain timeframe, or, if possible, that repairs be made within a certain timeframe. In the case of repairs, the nature and extent must be specified.
7. The owner may appeal the order of the Council/Board within five (5) days after the written order is rendered.
8. If the owner does not voluntarily demolish the building, the City/Parish may proceed with the demolition and removal and will not be liable in damages.
9. Prior to the demolition the Mayor must serve notice on the owner or his agent and on the occupant, if any, or upon the Attorney at Law appointed to represent an absent owner, giving the time when work will begin upon the demolition or removal.

10. The fee of any Attorney at Law appointed to represent an absent owner may be taxed as a part of the cost of demolition.

Sincerely,

Mayor's Name
Mayor