



## Minor Home Repair Program

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### **MHRP – Pilot Program 2022**

Community Development Department



Enclosed in this document is an overview of how the Minor Home Repair Program (MHRP) will be administered by the Prescott Chamber of Commerce Foundation

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## Prescott Minor Home Repair Program Policies and Procedures

### **What is the purpose of the Prescott Minor Home Repair Program (MHRP)?**

The purpose of the City of Prescott's Minor Home Repair Program is to foster affordable, decent and safe housing in the City. The MHRP is funded by the City through its allocation of federal Community Development Block Grant (CDBG) funds from the U.S. Department of Housing & Urban Development (HUD). The level of funding for the program varies annually.

The MHRP is administered by the Prescott Chamber of Commerce Foundation with on-going oversight by City of Prescott Community Development Department staff.

This is a pilot program with very limited funding initially. If the program is successful, the City may choose to add additional CDBG dollars and possibly expand the scope of eligible activities.

The City of Prescott's Program is available to **income-eligible**, owner-occupied, single-family residential homes in Prescott.

Repairs eligible in the pilot program are limited to accessibility improvements, life safety repairs, and code violation repairs. Maximum grant per home is \$5000.

Note: The Community Development Department reserves the right to change, modify or amend the program at any time to facilitate the administration of the program and adherence to Federal HUD requirements.

### **Must residents live in Prescott to be eligible for Funds?**

Yes. Residents must reside in the City of Prescott and have owned their home for 12 months prior to applying for funds.

### **What types of home repairs are eligible for the grant?**

- 1). Electrical Hazards
- 2). Lead Based Paint Abatement, Mold Abatement, Asbestos Abatement
- 3). Accessibility Improvements – such as: Grab Bars, Hand Railings, Accessible Toilets, Steps and Sidewalks, Ramp Construction
- 4). Heating, Plumbing and Cooling Repairs
- 5). Fire Prevention (Sprinklers, Smoke Detectors), Carbon Monoxide Detectors

### **What types of home repairs are not eligible for the grant?**

- 1). New Roofs
- 2). Aesthetic improvements such as painting (Unless it is part of a lead abatement / mold abatement project)
- 3). Internal Remodels
- 4). Expansions
- 5). Repairs to properties which are not the primary home of the owner or are vacation rentals

6). Homes located in the floodway that lack flood insurance

**How does an individual / family qualify?**

1. The family must be low-moderate income (LMI).

The City and Chamber can certify eligibility as LMI based on household size and income limits, using the “HUD 2021 Income Guidelines.” The owner will initially indicate the number of persons (related or not) that reside in owner’s household and the combined annual gross income in the household pursuant to the table below, based on the most current Adjusted CDBG Income Limits from HUD. However, owner household income will have to be **verified** as per paragraph 2 below.

Number of persons in household	With gross annual income not to exceed:	Number of persons in household	With gross annual income not to exceed:
1	\$35,750	5	\$55,150
2	\$40,850	6	\$59,250
3	\$45,950	7	\$63,350
4	\$51,050	8	\$67,400

2. LMI residents must provide documentation of their income such as the most recent tax returns, asset report, any public assistance the family receives, etc. The City will rely on Annual Income as defined in accordance with [24 CFR Part 5.609](#).

3. Residents must sign a legal affidavit that what they are submitting is true and accurate and agree to remain in the property for a minimum of five years.

**Do residents have to pay back Home Repair funds to Prescott?**

If used for eligible costs, funds do NOT have to be repaid. Residents will be asked to sign a declaration of subrogation which means that they certify that none of the funds received by Prescott’s Home Repair Program will be a duplication of benefits of other awards from other entities. If it is discovered that recipients have been double paid for the same items, the City will ask the residents to repay the grant funds.

**What is the maximum grant allowed?**

The maximum grant for low-moderate income Prescott residents is \$5,000. Grant size depends upon the requested amount, funds available and the ability to demonstrate need.

**When can residents apply for the Minor Home Repair funds?**

Applications are accepted until all funds have been expended. Applications submitted with ALL required supporting documents will be considered for funds; partial or incomplete submittals will not be reviewed for eligibility.

**What types of residents are NOT eligible for Prescott Home Repair funds?**

Residents who do not live in the City of Prescott, non-legal US residents, residents who cannot meet the eligibility guidelines including being over the Low/Moderate income threshold.

**What other factors must the City establish via application, documentation or records?**

1. That the individual or family is not currently behind on their mortgage, in default, or has not declared bankruptcy in the last 12 months.
2. That the individual or family can demonstrate family size, income and assets via applicable documents.
4. That the individual or family can supply proof of insurance
5. That the individual or family can supply a recorded deed

## Application Processing

### Application Process

An applicant must complete the required individual assistance application and submit ALL required supporting documents to the Chamber. The application is available at: [www.prescott.org](http://www.prescott.org) or calling 928-445-2000.

1. Complete the application form that is in Adobe Acrobat fill able format online, and save completed form to your desktop. The application may be completed online, but not SUBMITTED online.
2. Print out the completed form and make sure it is signed by you (applicant). Attach all required supporting documents.
3. Send the completed application AND required supporting documents by regular mail to 117 W. Goodwin Street, Prescott AZ 86303. Do NOT send original sensitive documents such as tax returns! Send copies.
4. Once submitted, The Chamber and City of Prescott will review applications and required supporting documents for completeness. Chamber staff will contact you if to obtain any missing documents, which you must send as soon as possible as only complete application packages will be reviewed for grant eligibility.
5. All applications are subject to required City of Prescott underwriting analysis.
6. Incomplete application packages (e.g., incomplete application form, failure to submit ALL required supporting documents) WILL NOT be accepted by the Chamber.
7. The Chamber and City will review the completed application package and based on it and any required underwriting analysis will either accept or deny the application and will notify applicant by email. If an application is denied, the Chamber will state the reason why.
8. If an application is approved, the home-owner will receive a detailed description of the next steps.
9. The applicant will be required to sign, under penalty of perjury, an AFFIDAVIT stating that there are no outstanding state or local tax liens or legal judgments. Finally, the AFFIDAVIT requires that if the applicant decides to sell the property within the five-year time frame, they will immediately notify the Chamber and may be required to reimburse the City some or all Prescott Minor Home Repair Funds.

### **What documents must an applicant submit with the application?**

Documents required to be submitted with a Prescott Minor Home Repair Funds Application include:

- A. Proof of Self, Residency and Citizenship: State ID, Passport, Social Security Card, Utility Bill, etc.
- B. Proof of Income: Income tax return, letter from employer, pay stubs, social security or disability income statement, retirement benefits letter or statement, child support statement.

- C. Proof of Homeowners Insurance
- D. Last two months Bank Statements
- E. Asset Certification Form
- F. Proof of Mortgage Status – Copy of latest mortgage statement
- G. Proof of Tax Status – Statement from Yavapai County
- H. Proof of Home Ownership – Copy of the deed
- I. Signed AFFIDAVIT regarding receipt of other funds. This will be provided to you by the Chamber IF and WHEN your application for assistance is approved.

*I certify that the information provided herein is true and complete and that any misrepresentation of income or household size reported herein shall be cause for program disqualification. I also understand that this information is to be used only for determining my **preliminary** eligibility for home repair assistance and does not obligate me or the City of Prescott.*

**City reserves right to amend Policies and Procedures** - The City cannot foresee all contingencies and therefore reserves the right to make exceptions to these Policies and Procedures.

### Rubric for Evaluating Applications

The City of Prescott and Chamber of Commerce Foundation may utilize a rubric to prioritize the neediest residents. If more applications are received than can be helped with the available funding, prioritization will be made according to the factors listed below. An eligibility list is maintained on an ongoing basis.

Applicants will receive points according to the following criteria:

- Meet minimum requirements 10 points
- Elderly applicant or household member (>62) 5 points
- Disabled family member 5 points (each)
- Require ADA upgrades 5 points
- Single Head of Household with minor children 5 points per child
- Needs a life safety repair 5 points

### Reapplication Process

Applicants who have been deemed ineligible for the program are eligible to reapply at any time they can show that the circumstance(s), which resulted in the ineligible status, have been mitigated.

## Grievance / Appeal Process

In the event of a disagreement between any of the parties involved in the Prescott MHRP, namely the contractor, homeowner, staff, suppliers, or other interested parties, regarding any process of the program including, but not limited to the Procurement, Bid Process, Bid Award, Payment Schedule, Change Orders, Workmanship, and Warranties, a formal grievance procedure must be followed. Steps and periods are described as follows:

### *A. Informal Complaint*

1. An informal complaint can be filed with the City of Prescott through verbal notification of the complaint at 928-777-1205.
2. The CDBG Administrator will review the complaint and attempt to resolve the complaint through negotiation.
3. The complainant will be notified of the proposed resolution within 10 working days of the complaint.
4. If the proposed resolution is not satisfactory to complainant, a formal complaint may be filed.

### *B. Formal Complaint*

1. Formal complaints shall be made in writing and directed to the Community Development Director at 928-777-1317, who will review the findings.
2. Review of the complaint may include an informal hearing of the parties involved.
3. The Community Development Director shall provide a written response to the formal complainant within 10 working days after evidentiary facts have been discovered.
4. The Community Development Director's determination is to be considered final.

This process has been created to resolve any complaints resulting from the Prescott MHRP. If assistance is needed in processing a complaint, the Prescott Chamber of Commerce Foundation may be contacted at 928-445-4000, and reasonable assistance will be arranged.



## Program Standards for Minor Home Repairs

All work performed must meet the State of Arizona's Rehabilitation Standards, Arizona Registrar of Contractors Workmanship Standards, International, State and local building codes.

Contractors will be required to obtain all required licenses and building permits. When appropriate, repairs will include energy efficiency measures, such as furnace replacements, windows, doors, etc. Energy and water conservation features will be included in the work to the greatest extent feasible. No luxury items will be considered, i.e. fireplaces, swimming pools, etc. Additions to family rooms, recreation rooms, etc., will not be allowed. When it is necessary for health and safety, disability accessibility will be provided.

### Allowable Minor Repairs

- 1). Electrical Hazards
- 2). Lead Based Paint Abatement, Mold Abatement, Asbestos Abatement
- 3). Accessibility Improvements – such as: Grab Bars, Hand Railings, Accessible Toilets, Steps and Sidewalks, Ramp Construction
- 4). Heating, Plumbing and Cooling Repairs
- 5). Fire Prevention (Sprinklers, Smoke Detectors), Carbon Monoxide Detectors

### Ineligible Repairs

- 1). New Roofs
- 2). Aesthetic improvements such as painting (Unless it is part of a lead abatement / mold abatement project)
- 3). Internal Remodels
- 4). Expansions
- 5). Repairs to properties which are not the primary home of the owner or are vacation rentals
- 6). Homes located in the floodway that lack flood insurance

## Repair Process

### Property Inspection and Bid/Quote Process

When an applicant has been declared eligible and is ready to be served, MHRP staff from the Chamber and a City Inspector will arrange to visit the home, assess the needed repair, and prepare a work plan/scope of work after consultation with the homeowner. This will not include any contractors at this stage.

Chamber staff will work with the homeowner to obtain needed repairs. Purchases should be made with as much economy as practicable in the open market and prevailing price. If the work is more extensive, we may need to prepare bid documents and solicit contractor bids. Only licensed contractors will be solicited; no part of the repair work associated with the CDBG funds shall be completed by the homeowner.

Chamber MHRP staff will attempt to obtain at least three bids or quotes on each project, whenever possible and needed.

### Contractor Selection

Chamber MHRP staff will recommend the lowest responsible and responsive bid/quote to the homeowner. The lowest bid may be rejected if all or part of the bid is unreasonable or impractical and may result in substandard work. The Homeowner may award a higher bid if the dollar difference between the low bid and the selected contractor is deposited by the homeowner into the program account before the start of construction.

Chamber MHRP Staff will check the Contractor on the HUD's List of Excluded Parties to assure they are not disbarred from working a federal project and with the Arizona Registrar of Contractors to assure they are currently licensed in the appropriate field. The Contractor will present a copy of his insurance and W-9 prior to beginning work.

Once all required documentation has been reviewed and approved, a work order or agreement will be signed, and the staff will ensure the contractor and homeowner understand the project specifics and what to expect during construction and to close out the file.

The projects are small, and payment is made at completion, so contractor bonds are not required. The Arizona Registrar of Contractors regulations require that currently licensed contractors carry bonds; proof of current license and ability to contract will suffice as proof of bonding.

### Payments to Contractors and Change Orders

Contractors will be paid at the completion of the project. Contractors may request a change order, but only for problems that have arisen from work included in the bid outline and cost proposal, and only for problems that were unforeseeable at the time of the inspection. The MHRP Program Staff may approve a change order request with the consent of the Homeowner. The Contractor will not be reimbursed for any work performed that is not included in the scope of work listed in the agreement or provided for by an approved change order.

### Agreements, Construction Contracts and Other Documents

Please see Appendix for sample forms, contracts, and other documents. These include the Application, Contract, Lead Based Paint Notification, and Grievance Procedure. A checklist is maintained in each individual file noting all required documents such as those in the Appendix, and additional documentation such as income verification. The checklist will reflect the type of documents included in each file and will note those that do not apply as "N/A".

### Contractor Payment and Reimbursement

Chamber MHRP Staff will inspect the job to certify completion of the work, obtain pictures, and the homeowner will sign off that the work has been completed and approved.

Chamber MHRP Staff will issue a check for the requested amount and keep a copy of the check. All of the payments will be made directly to the contractor and any materials reimbursed must include itemized receipts.

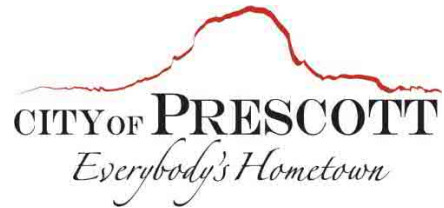
The City of Prescott will require itemized receipts including labor and materials for all work and supplies paid by the MHRP. The Chamber Foundation will be reimbursed from the City of Prescott CDBG Program for the projects approved and completed via the MHRP.

### Warranties and Homeowner Education

The contractor will provide a warranty on all labor, materials, and equipment incorporated into the project consistent with Arizona Statutes in effect at the time of completion. Such warranties will be in the form of manufacturer's documents, installation manuals, and any other instructions for the maintenance and upkeep of installed items. Chamber and City staff will review these documents with the Homeowner and be available to answer any questions arising from the warranty process.

### Tracking

The Chamber of Commerce CEO is responsible for reporting procedures and for the maintenance of all case files. The City of Prescott CDBG Coordinator is also responsible for all performance reports to US Housing and Urban Development Department (HUD) and for the maintenance of a current log of all properties that have participated in the Prescott MHRP. The Community Development Director is responsible for the contact and counseling of families regarding violations of conditions of the program.



**PRESCOTT MINOR HOME REPAIR PROGRAM HANDBOOK  
APPENDIX**

- A. Prescott MHRP Application**
- B. Homeowner Understanding Agreement**
- C. Lead Based Paint Flyer**
- D. Example Homeowner Contractor Contract**
- E. Change Order Form**
- F. Owner Acceptance and Approval for Payment**
- G. Homeowner Education Kit**
- H. Project Checklist**





# Application for Prescott Minor Home Repair Program

**Please Note:** It is strongly recommended that all applicants read the Minor Home Repair Policies and Procedures before applying for the program. The City of Prescott’s Program is available to income-eligible, owner-occupied, single-family residential homes in Prescott.

Repairs eligible in the pilot program are limited to accessibility improvements, life safety repairs, and code violation repairs. Maximum grant per home is \$5000.

## Contact Information

<b>Full Name</b>	<b>Date</b>
<b>Address</b>	<b>Mailing Address (If different)</b>
<b>Phone Number</b>	<b>Alternate Phone</b>
<b>Date of Birth</b>	<b>Email Address</b>
<b>Employer Name</b>	<b>Employer Phone</b>
<b>Year Home was Built</b>	<b>Year Purchased</b>

## Statement of Need

PLEASE INDICATE WHICH OF THE FOLLOWING ITEMS APPLY TO YOUR SITUATION (**CHECK ALL THAT APPLY**):

- I AM ELDERLY (AGE 62 OR OLDER)
- I AM DISABLED (SEE [SSA](#) OR [ADA](#) FOR MORE INFORMATION)
- MY HOME NEEDS LIFE SAFETY REPAIRS 
  - o PLEASE INDICATE TYPE: ELECTRICAL  PLUMBING  HEATING/COOLING
- MY HOME NEEDS ADA ACCESSIBILITY REPAIRS
- MY HOME HAS AN ACTIVE BUILDING CODE VIOLATION
- I AM SINGLE, HEAD OF HOUSEHOLD, WITH DEPENDENT CHILDREN

## Eligibility Questions

1. ARE YOU IN ARREARS/BEHIND IN PAYING YOUR MORTGAGE, HOMEOWNERS INSURANCE, OR PROPERTY TAX?

YES  NO

**IF YES STOP: YOU ARE INELIGIBLE FOR THIS PROGRAM**

2. IS THIS YOUR PRIMARY RESIDENCE? YES  NO

**IF NO STOP: YOU ARE INELIGIBLE FOR THIS PROGRAM**

## Household Composition

- Please provide information for everyone living in this household starting with the mortgage holder and spouse/partner, if any.
- Continue to list the names and ages of every person who lives in your house from oldest to youngest.
- For Employment Status, please use the list below.

### Employment Status

- |                                       |                             |
|---------------------------------------|-----------------------------|
| 1. Working Full-time                  | 8. Retired                  |
| 2. Working Part-time                  | 9. Permanently disabled     |
| 3. Self- Employment                   | 10. Temporary disability    |
| 4. Unemployment, looking for work     | 11. In school               |
| 5. Unemployment, not looking for work | 12. Something else, specify |
| 6. In-job training                    |                             |
| 7. Temporarily laid off               |                             |

Name	Gender	Age	Relationship to Mortgage Holder	Disabled Yes/No	Employment Status

## 2021 CDBG Income Limits – Please circle the household income closest to yours

### Current Household Income

Number of persons in household	With gross annual income not to exceed:	Number of persons in household	With gross annual income no to exceed:
1	\$35,750	5	\$55,150
2	\$40,850	6	\$59,250
3	\$45,950	7	\$63,350
4	\$51,050	8	\$67,400

In the table below, please list each member of your household and their gross income (before taxes and deductions). Start with Head of Household.

- Employment and Wages - Includes full-time employment, part-time employment and overtime.
- Social Security and Pensions - includes retirement benefits, disability insurance benefits, social security benefits and social security disability
- Public Assistance - Includes unemployment benefits, public assistance income, student financial aid, temporary assistance for needy families (TANF), mortgage assistance, etc.
- Other Income - Includes self-employment, contract child support, rental income.

Name	Monthly Wages	Monthly SSA and/or Pension	Disabled? Y/N (SEE <a href="#">SSA</a> OR <a href="#">ADA</a> FOR MORE INFORMATION )	Monthly Public Assistance – Mortgage Assistance, TANF, etc.	Other Income: Dividends, Child Support, etc.	Total Monthly Income
<b>Total Household Annual Income: Add all household members monthly income and X by 12</b>						

### Race/National Origin for Head of Household

- White
- Black or African American
- Asian
- American Indian/Alaskan Native
- Native Hawaiian or Other Pacific Islander
- Prefer not to answer
- Hispanic or Latino

**-END OF QUESTIONS-**

## Required Documentation:

- A. Proof of Self, Citizenship and Residency: State ID, Passport, Social Security Card, Utility Bill, etc.
- B. Proof of Income: Income tax return, letter from employer, pay stubs, social security or disability income statement, retirement benefits letter or statement, child support statement.
- C. Proof of Homeowners Insurance
- D. Last two months Bank Statements
- E. Asset Certification Form
- F. Proof of Mortgage Status – Copy of latest mortgage statement
- G. Proof of Tax Status – Statement from Yavapai County
- H. Proof of Home Ownership – Copy of the deed
- I. Signed AFFIDAVIT regarding receipt of other funds. This will be provided to you by the Chamber IF and WHEN your application for assistance is approved.

### Certifications

I certify that the information provided in this application as well as information contained within any and all documents required to be submitted as part of this application are true and accurate under penalty of perjury.

Under Section 1001 of title 18 of the United States Code, it is a federal crime to knowingly and willfully make a materially false, fictitious, or fraudulent statement in any matter within the jurisdiction of the executive, legislative, or judicial branch of the United States. Copies of required documents are included with this application.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_





## **APPENDIX B. CITY OF PRESCOTT MINOR HOME REPAIR PROGRAM (MHRP) HOMEOWNER UNDERSTANDING AND AGREEMENT**

### **HOMEOWNER UNDERSTANDING AND AGREEMENT**

[TO BE REVIEWED AND SIGNED BY APPLICANT AT THE INITIAL MEETING BEFORE ANY EVALUATIONS, WORK WRITE-UPS, LEAD BASED TESTING, OR CONTRACTOR BIDS ARE UNDERTAKEN.]

**NAME:**

**ADDRESS:**

**DATE:**

Your application for the City of Prescott Minor Home Repair Program has been determined eligible. Before we proceed with any work, it is required that you read and understand the following conditions, and that you sign indicating you will accept these conditions.

#### **Lead-Based Paint Testing**

- Depending on the project scope of work and if your home was built before 1978, it must be tested for the presence of lead-based paint and the possible safety hazards that might be present. If lead-based paint is found, your home may require additional work to correct the hazards.
- If lead-based paint is found in your home and work cannot be done, you will be required to present full disclosure that there is lead based paint in your home at any future real estate transactions involving the home.
- The cost of the testing is covered under the grant.

#### **Bidding Process, Contractor Procurement, Bid Awards, Contracts, Payments, Final Inspections**

- After your home is evaluated, the Program Coordinator will prepare bid specifications describing the work to be performed.
- The Program Coordinator will make every effort to obtain several quotes for the work. They will assist with getting price quotes and/or recruiting contractors on your behalf. These contractors will submit bids for the work to be done.

The lowest responsive bid will be recommended to the homeowner.

- Work agreements are strictly between the Homeowner and the Contractor. Neither the City of Prescott nor the Chamber of Commerce Foundation has a legal responsibility for the timeliness or the quality of the work.

- The Contractor will not be paid for any work done outside of the contract. Any agreements for a necessary change will be documented by a Change Order, signed by the Contractor, the Homeowner, and the Chamber of Commerce Foundation and City of Prescott.
- When the work is completed and evaluated by the Homeowner and the Program Coordinator, the Chamber of Commerce Foundation / City of Prescott will make payment directly to the business or Contractor.
- Per the terms of the agreement, the Contractor gives the Homeowner a two-year warranty on labor and materials. Manufacturer warranties may be for a lesser or greater period of time.

**Workmanship**

I agree to seek, follow through and attempt to fully resolve all construction quality of workmanship disputes through the Registrar of Contractors process and apply and follow through with the contractor’s recovery fund for restitution before seeking arbitration.

**Arbitration**

I agree, covenant and consent, that any and all controversies arising out of or in any way relating to the housing repair program, shall be settled solely by arbitration in accordance with the applicable rules of the American Arbitration Association then in effect and any judgment upon the award rendered by the arbitrators may be entered in and be enforceable by any court of competent jurisdiction. It is also provided further that all parties to this agreement hereby covenant and agree that they and each of them shall submit to and be bound by the decision of a three-person arbitration panel appointed by the applicable national panel of arbitrators, in accordance with the American Arbitration Association rules for appointment of such panels. In accordance with the rules and provisions of the American Arbitration Association, all parties hereto specifically agree that all arbitration proceedings arising there under shall be held in Yavapai County, Arizona.

I have read, understand, and accept the conditions listed above, as well as other grant conditions that may not have been highlighted above. I will proceed with the City of Prescott Minor Home Repair Program and will sign other documents as they become pertinent to the process.

Homeowner	Date

Homeowner	Date

MHRP Program Coordinator	Date

*If you have any questions, please contact Sheri Heiney, (928) 445-2000, or by e-mail: [sheri@prescott.org](mailto:sheri@prescott.org)*

# IMPORTANT!

## Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children, babies, and fetuses even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



# Protect Your Family From Lead in Your Home



## Are You Planning to Buy or Rent a Home Built Before 1978?

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Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Consumer Product Safety Commission (CPSC)

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The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## U. S. Department of Housing and Urban Development (HUD)

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule which protects families in pre-1978 assisted housing and the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/offices/lead/](http://hud.gov/offices/lead/)

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
December 2012

## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

## Lead Gets into the Body in Many Ways

### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### Lead is especially 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.



### Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

## U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**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  
(617) 918-1524

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

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

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

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

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

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
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) 886-7836

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
WWPD/TOPE  
Lenexa, KS 66219  
(800) 223-0425

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

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Solid Waste & Toxics Unit (WCM-128)  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101  
(206) 553-1200

## For More Information

### The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/lead](http://epa.gov/lead) for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. 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 state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

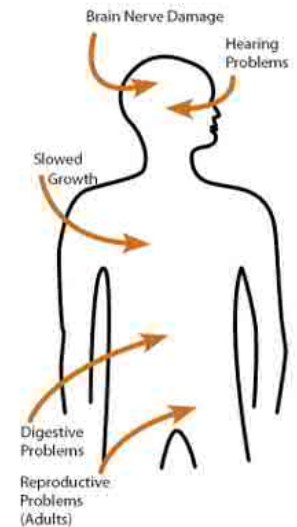
Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

## Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to 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 amounts 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, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Check Your Family for Lead

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**Get your children and home tested if you think your home has lead.**

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 lead. Blood lead 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.**

## Other Sources of Lead

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**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. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
  - 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.Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](https://www.epa.gov/lead) for EPA's lead in drinking water information.
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

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<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).



## Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

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**If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:**

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Where Lead-Based Paint Is Found

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In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally assisted, federally owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

**Lead can be found:**

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- 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.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

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<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 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. EPA currently defines the following levels of lead in soil as hazardous:

- 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

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Reducing Lead Hazards, continued

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**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 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
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

## Reducing Lead Hazards

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting, by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, 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 control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to 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.

## Checking Your Home for Lead

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

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- 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 trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sampling bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

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In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

## What You Can Do Now to Protect Your Family

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

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your 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, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- 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.

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.



**APPENDIX D. EXAMPLE HOMEOWNER AND CONTRACTOR CONTRACT**

This contract is between [contractor; phone number] (referred to in this contract as CONTRACTOR), warranting itself to be licensed and qualified to perform the work specified herein, and [homeowner; phone number] (referred to in this contract as OWNER).

WHEREAS, CITY OF PRESCOTT / CHAMBER OF COMMERCE FOUNDATION are in receipt of a Community Development Block Grant (CDBG) from the US Department of Housing and Urban Development (HUD), which allows minor home repair reimbursement for qualifying owner occupied homes

WHEREAS, the OWNER qualifies under the CDBG program and the CITY OF PRESCOTT / CHAMBER OF COMMERCE FOUNDATION program guidelines and is desirous of Housing Repair services;

NOW, THEREFORE; IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES AGREE AS FOLLOWS:

**PART I. Specific Terms**

**1. EFFECTIVE DATE.** This Contract shall have no force or effect unless and until executed by CONTRACTOR and OWNER. The date on which the agreement is fully executed shall be referred to as the Effective Date. CONTRACTOR shall not be compensated under this Contract for work commenced or materials delivered to the Property before the Effective Date. When the agreement is fully executed, CONTRACTOR is bound by this Contract.

**2. THE CONTRACT.** This Contract consists only of this Part I (Specific Terms), Part II (General Conditions), and the following exhibits:

- A. Scope of Work                    \_\_\_\_\_not applicable    XX applicable
  
- B. Notice to Proceed            \_\_\_\_\_not applicable    XX applicable
  
- C. Engineered Drawings        XX not applicable        \_\_\_\_\_applicable
  
- D. Bid Specifications            \_\_\_\_\_not applicable    XX applicable

- 3. TIME FOR COMMENCEMENT AND COMPLETION.** CONTRACTOR agrees to commence, or cause to be commenced, the actual work described in the Scope of Work within 15 consecutive calendar days after the Effective Date. CONTRACTOR agrees to complete, free of liens or rights of liens of contractors, mechanics, suppliers or laborers, all work listed above within 30 consecutive calendar days after the Effective Date of this Contract, subject to extensions approved by CITY OF PRESCOTT / CHAMBER OF COMMERCE FOUNDATION Repair Services in writing for the period of any excusable delays (including strikes, acts of God or other reasons beyond the control of OWNER or CONTRACTOR). CONTRACTOR agrees that time is of the essence in this Contract.
- 4. CONTRACT PRICE.** CONTRACTOR agrees to accomplish work as described in the Contract Document for a total price of      Dollars (\$    ), excluding Change Orders.
- 5. PAYMENTS.** Upon submission of an invoice or Application for Payment, and upon approval by CITY OF PRESCOTT / CHAMBER OF COMMERCE FOUNDATION and the OWNER of the completed work, CITY OF PRESCOTT / CHAMBER OF COMMERCE FOUNDATION shall pay the CONTRACTOR in full the approved cost of the work performed. All payments to the CONTRACTOR shall be made within thirty (30) days of the submission of an Application for Payment, provided said Application for Payment is approved by CITY OF PRESCOTT / CHAMBER OF COMMERCE FOUNDATION and OWNER. CITY OF PRESCOTT / CHAMBER OF COMMERCE FOUNDATION shall not withhold payment to the CONTRACTOR except for non-compliance with the terms of this Contract, and neither the OWNER, CITY OF PRESCOTT / CHAMBER OF COMMERCE FOUNDATION, nor CITY OF PRESCOTT / CHAMBER OF COMMERCE FOUNDATION shall request the CONTRACTOR to perform work outside the scope of this Contract as a condition of receiving payment. For interim draws/payments, the contractor will submit a schedule of values that reflects expected payment, percentages and dates.
- 6. WARRANTY.** CONTRACTOR warrants that all improvements, hardware and fixtures of whatever kind or nature to be installed or constructed on the Property by CONTRACTOR or CONTRACTOR'S subcontractors will be of good quality, suitable for their purpose and free from defects in workmanship or materials, or other deficiencies. This is a full warranty extending to OWNER and subsequent owners of the Property; provided, however, that the warranty set forth in this paragraph shall apply only to deficiencies and defects about which OWNER or subsequent owner(s) shall have notified CONTRACTOR at the address stated above within one year as required by the Arizona State Registrar of Contractors.
- 7. LIQUIDATED DAMAGES.** If CONTRACTOR fails to complete the work within the time specified in Paragraph 3 of this Contract, or within the time to which such completion may have been extended by CITY OF PRESCOTT / CHAMBER OF COMMERCE FOUNDATION Repair Services in writing, CONTRACTOR must pay to OWNER the sum of Fifty dollars (\$50) for each and every calendar day that the time consumed in completing the work exceeds the time allowed therefore; which said sum, in view of the difficulty of accurately ascertaining the loss which OWNER will suffer by reason of delay in the completion of the work hereunder is hereby fixed and agreed as the liquidated damages that OWNER will suffer by reason of such delay, and not as a penalty. CITY OF PRESCOTT / CHAMBER OF COMMERCE FOUNDATION will deduct and

retain out of the monies which may become due hereunder the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by OWNER, CONTRACTOR shall be liable to pay the difference upon demand by CITY OF PRESCOTT / CHAMBER OF COMMERCE FOUNDATION.

**8. PARTIES TO CONTRACT.** CONTRACTOR and OWNER agree that they are the sole parties to this Contract and are solely responsible for its performance. The parties agree that the U.S. Department of Housing and Urban Development, CITY OF PRESCOTT / CHAMBER OF COMMERCE FOUNDATION assumes no liability or responsibility whatsoever for the performance of any term of this Contract.

CONTRACTOR and OWNER agree to seek, follow through and attempt to fully resolve all construction quality of workmanship disputes through the Registrar of Contractors process and apply and follow through with the contractor’s recovery fund for restitution before seeking arbitration.

\_\_\_\_\_ DATE

\_\_\_\_\_ DATE

\_\_\_\_\_ DATE

**PART II. General Conditions**

**1. INSURANCE.** During the continuance of the work under this Contract, the CONTRACTOR and all subcontractors shall:

- A. Maintain workers' compensation and employer's liability insurance in amounts sufficient to protect themselves, Repair Services, CITY OF PRESCOTT / CHAMBER OF COMMERCE FOUNDATION, and OWNER from any liability or damage for injury (including death) to any of their employees, including any liability policy shall include coverage for earthquake, landslide, workmanship, during the Contract time and until acceptance of work by OWNER and CITY OF PRESCOTT / CHAMBER OF COMMERCE FOUNDATION.
- B. Maintain public liability insurance amounts sufficient to protect themselves, OWNER, CITY OF PRESCOTT / CHAMBER OF COMMERCE FOUNDATION, against all risks of damage or injury

(including death) to property or persons wherever located, resulting from any action or operation under this Contract or in connection with the work.

- 2. ASSIGNMENT.** CONTRACTOR agrees not to assign the Contract without written consent by OWNER and CITY OF PRESCOTT / CHAMBER OF COMMERCE FOUNDATION.
- 3. CHANGE ORDERS.** CONTRACTOR shall not make any changes in the Scope of Work or the Specifications without written authorization of OWNER and Chamber of Commerce Foundation / City of Prescott.
- 4. PERMITS AND CODES.** CONTRACTOR agrees to secure all necessary permits required for the performance of this Contract in compliance with applicable local requirements, including local building and housing codes, where applicable, whether or not specified in the Scope of Work or Specifications. Prior to construction required permit(s) and the Scope of Work shall be posted and available at the job site.
- 5. HOLD HARMLESS.** CONTRACTOR agrees to defend, indemnify, and hold OWNER, CITY OF PRESCOTT / CHAMBER OF COMMERCE FOUNDATION harmless from any liability or claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from CONTRACTOR'S performance of this Contract. CONTRACTOR further agrees to protect, defend, and indemnify OWNER, CITY OF PRESCOTT / CHAMBER OF COMMERCE FOUNDATION from any claim by laborers, subcontractors or materialmen for unpaid work or labor performed or materials supplied in connection with this Contract.
- 6. CONDITION OF PREMISES.** CONTRACTOR agrees to keep the premises broom clean and orderly and to remove all debris as needed during the course of the work, in order to maintain work conditions which do not cause health or safety hazards.
- 7. LEAD-BASED PAINT.** CONTRACTOR agrees to not use lead-based paint in CONTRACTOR'S performance of this Contract, including the performance of any subcontractor. "Lead-based paint" means any paint containing more than six one hundredths of one percent lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.
- 8. TERMINATION.** CONTRACTOR agrees that OWNER shall have the right to declare CONTRACTOR in default if CONTRACTOR fails to furnish materials or perform work in accordance with the provisions of this Contract. In such event OWNER shall be responsible for providing written notice to CONTRACTOR by registered mail of such default. If CONTRACTOR fails to remedy such default within 15 days of such notice, OWNER shall have the right to select one or more substitute contractors from the list of bidders that participated in the bid process of the program. If the expense of finishing the work exceeds the balance not yet paid to CONTRACTOR on this Contract, CONTRACTOR shall pay the difference to CITY OF PRESCOTT / CHAMBER OF COMMERCE FOUNDATION.
- 9. INSPECTION.** CITY OF PRESCOTT / CHAMBER OF COMMERCE FOUNDATION and its designees shall have the right to inspect all the work performed under this Contract. By such inspection, CITY OF PRESCOTT /



CHAMBER OF COMMERCE FOUNDATION assume no responsibility for defective material or work under this Contract or for any breach of this Contract by CONTRACTOR.

- 10. EQUAL OPPORTUNITY.** CONTRACTOR agrees to abide by all Federal, State, City, or County regulations relative to Equal Opportunity to all persons, without discrimination as to race, color, creed, religious, national origin, sex, marital status, age, status as with regard to public assistance or disability as per Section 504 of the ADA.

During the performance of this Contract, CONTRACTOR agrees as follows:

- a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religious, sex, or national origin. CONTRACTOR will take affirmative action to assure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religious, 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, and the provisions of Section 504 of the ADA.
- b. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, color, religious, sex, disability, or national origin.

- 11. GOOD FAITH EFFORT.** CONTRACTOR agrees to provide for the fair utilization of minority/women/disadvantaged owned business enterprises in the performance of work on this project and, where a contract is awarded, engage in a "good faith effort" to ensure that minority/women/disadvantaged-owned business enterprises have the maximum opportunity to participate in the performance of work under this Contract.

- 12. DISPUTES.** Disputes because of, but not limited to, drawings, workmanship or the Contract documents will be resolved between OWNER, CITY OF PRESCOTT / CHAMBER OF COMMERCE FOUNDATION Repair Services, CONTRACTOR, and the Arizona State Registrar's Office or any other lawful remedies available to each party.

- 13. CONTRACTOR'S RECORDS.** CONTRACTOR agrees to keep and maintain all records arising from or relating to this construction Contract, including, but not limited to, receipts from material suppliers and subcontracts, for a period of five years after the date of close out of the grant or resolution of all audit findings of that grant, whichever occurs last. CONTRACTOR further agrees to allow the Arizona Department of Housing, HUD, and/or the Office of the Inspector General or their designated representatives to have access to all such records for review, monitoring, and audit, during normal working hours.

- 14. CONTRACTOR'S DOCUMENTS.** CONTRACTOR shall keep at the worksite a copy of the Contract documents and shall at all times allow them available for inspection by CITY OF PRESCOTT / CHAMBER OF COMMERCE FOUNDATION staff or designees. All documents in this packet, contracts, plans, and specifications, are intended to be complete and complementary and to prescribe a complete work. If any omissions are made of information necessary to carry out the full intent and meaning of the Contract documents, CONTRACTOR shall immediately call the matter to the attention of CITY OF PRESCOTT / CHAMBER OF COMMERCE FOUNDATION for furnishing detailed instructions.
- 15. NON-RESPONSIBILITY OF THE OWNER.** Indebtedness incurred for any cause in connection with this work must be paid by CONTRACTOR, and OWNER, CITY OF PRESCOTT / CHAMBER OF COMMERCE FOUNDATION are hereby relieved at all times from any indebtedness or claims other than payments under contract.
- 16. PROPERTY RIGHTS IN MATERIAL.** Nothing in the Contract shall be construed as vesting in CONTRACTOR any right of property in the materials used after they have been attached or affixed to the work or the soil and accepted. All such materials shall become the property of OWNER upon being so attached or affixed and accepted.
- 17. ACCIDENT PREVENTION.** Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Association of General Contractors of America, and the requirements of the Occupational Safety and Health Administration.
- 18. CONFLICT OF INTEREST.** Pursuant to ARS 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Contract is subject to cancellation by CITY OF PRESCOTT / CHAMBER OF COMMERCE FOUNDATION if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of CITY OF PRESCOTT / CHAMBER OF COMMERCE FOUNDATION is, at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.
- 19. MISCELLANEOUS PROVISIONS.**
- A. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
  - B. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or un-enforceability shall not affect any other provisions thereof and this Contract shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 20. CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

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

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **21. DRUG FREE WORKPLACE**

CONTRACTOR shall maintain a Drug Free Workplace for all employees. OWNER shall maintain a Drug Free Workplace for CONTRACTOR.

## **22. IMMIGRATION COMPLIANCE WARRANTY**

As required by A.R.S. § 41-4401, CONTRACTOR hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). CONTRACTOR further warrants that after hiring an employee, CONTRACTOR verifies the employment eligibility of the employee through the E-Verify program. If CONTRACTOR uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. If state law is amended, the parties may modify this paragraph consistent with state law.

## **23. ISRAEL BOYCOTT CERTIFICATION**

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by Northern Arizona Council of Governments up to and including termination of this Contract.

**APPENDIX E. CHANGE ORDER FORM (PRESCOTT MHRP)**



CHANGE ORDER # \_\_\_\_\_  
Grant Contract #: \_\_\_\_\_  
Project: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Contract Dated: \_\_\_\_\_

The following change(s) are authorized to the above-identified contract:

*Description:*

Additional Cost: \$ \_\_\_\_\_  
Initial Contract Amount \$ \_\_\_\_\_  
Plus Previously Approved Change Orders \_\_\_\_\_  
Plus Change Order Requested \_\_\_\_\_  
Total New Contract Amount \$ \_\_\_\_\_

---

Contractor \_\_\_\_\_ Date \_\_\_\_\_

---

Prescott MHRP Rep. / Coordinator \_\_\_\_\_ Repair Services Date \_\_\_\_\_

---

Homeowner \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX F. CITY OF PRESCOTT MINOR HOME REPAIR PROGRAM (MHRP)**



**Homeowner and Contractor Contract**

OWNER ACCEPTANCE & APPROVAL FOR FINAL PAYMENT

City of Prescott / Chamber of Commerce Foundation certifies the repair work on the home of:

---

Homeowner name:

---

Property address:

---

has been completed by the Contractor and inspected by the Homeowner.

**HOMEOWNER AGREEMENT**

I certify that the Contractor has performed work and supplied materials for the construction of improvements to the property owned by me/us and located at the address above under the terms and conditions of the contract and is entitled to payment. I/we agree to the disbursement of the final funds for the work.

I/we accept the work that has been performed on the home. This Certification shall not be construed as an acceptance if defective work was done or improper materials were used and is not intended as a waiver of the warranties or any other remedies I/we would be entitled to under the above contract and laws of the State of Arizona. I/we also certify that copies of warranties / operation manuals were received by me/us.

Please reimburse for:		
Attached are	Contractor's Billing	\$

Client received:

\_\_\_\_\_ Operating Instructions

\_\_\_\_\_ Homeowner Education Handout

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Program Coordinator: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX G. HOMEOWNER EDUCATION KIT



### Follow the Eight Healthy Homes Principles

#### 1. Keep it Dry

Prevent water from entering your home through leaks in roofing systems, rainwater from entering the home due to poor drainage, and check your interior plumbing for any leaking.

#### 2. Keep it Clean

Control the source of dust and contaminants, creating smooth and cleanable surfaces, reducing clutter, and using effective wet-cleaning methods.

#### 3. Keep it Safe

Store poisons out of the reach of children and properly label. Secure loose rugs and keep children's play areas free from hard or sharp surfaces. Install smoke and carbon monoxide detectors and keep fire extinguishers on hand.

#### 4. Keep it Well-Ventilated

Ventilate bathrooms and kitchens and use whole house ventilation for supplying fresh air to reduce the concentration of contaminants in the home.

#### 5. Keep it Pest-free

All pests look for food, water and shelter. Seal cracks and openings throughout the home; store food in pest-resistant containers. If needed, use sticky-traps and baits in closed containers, along with least toxic pesticides such as boric acid powder.

#### 6. Keep it Contaminant-free

Reduce lead-related hazards in pre-1978 homes by fixing deteriorated paint and keeping floors and window areas clean using wet-cleaning approach. Test your home for radon, a naturally occurring dangerous gas that enters homes through soil, crawlspaces, and foundation crack. Install a radon removal system if levels above the EPA action-level are detected.

#### 7. Keep your home Maintained

Inspect, clean and repair your home routinely. Take care of minor repairs and problems before they become large repairs and problems

#### 8. Thermally Controlled

Houses that do not maintain adequate temperatures may place the safety of residents at increased risk from exposure to extreme cold or heat.

## Seasonal Maintenance Checklist



### Fall

- Yard & Exterior:**
  - No trip, fall, choking, sharp, edge hazards
  - Check for signs of rodents, bats, roaches, termites
  - Drain outdoor faucets and hoses
  - Clean window wells and check weep hole drainage
  - Clean gutters and downspouts
  - Trim tree limbs a minimum of 6 feet away from roof areas (Prevents roof access to rodents)
- Exterior Roof, Walls & Windows:**
  - Inspect the roof and roof vents
  - Check attic vents
  - Repair broken, cracked glass
  - Clean dryer vent system
  - Check exhaust ducts are clear
  - Inspect weather stripping on all doors
- Plumbing, Fixtures, & Appliances:**
  - Check hot water heater for leaks
  - Check water meter for leaks
  - Check drain and supply line for leaks
  - Check bath and kitchen fans operation
  - Clean aerators on faucets and shower heads
  - Clean outdoor air intakes and screens
  - Clean and tune furnaces, and hot water heaters
  - Clean and tune oven ranges
  - Inspect dryer vent for lint and debris
  - Dust or vacuum ceiling fan blades
- HVAC Equipment—Replace Filters: Every 30-60 Days**
  - Visually inspect air conditioner
  - Warm air furnace/heat pump
  - Outdoor air to return to heat recovery ventilation
  - Clear debris around outdoor condensing unit
- Electrical Equipment:**
  - Check for damaged cords
  - Check smoke and carbon monoxide detectors
  - Test GFCI receptacles
- Garage:**
  - Ensure proper storage of fuel cans and other combustibles



### Winter

- Yard and Exterior:**
  - Clean gutters and downspouts
  - Check outside faucets and hoses for leaks
  - Flush irrigation system/check timers
- Exterior Roof, Walls & Windows:**
  - Examine and repair caulking of the windows, stucco, and trim
  - Gently clean window screens
- Interior Walls, Ceilings, Windows & Doors:**
  - Inspect caulking
- Plumbing, Fixtures, & Appliances:**
  - Clean aerators on faucets and shower heads
  - Perform water heater maintenance
  - Clean inside surface of water heater floor
  - Clean exhaust fan outlets and screens
  - Clean refrigerator coils
  - Clean dryer vents and screens
  - Inspect washing machine hoses (replace every 3 yrs.)
  - Close fireplace damper if not in use
  - Change rotation of ceiling fan blades to circulate air upwards
  - Dust or vacuum ceiling fan blades
- HVAC Equipment—Replace Filters: Every 30-60 Days**
  - Rinse off air conditioning compressor unit coil
  - Clear debris around outdoor condensing unit
- Electrical Equipment:**
  - Replace batteries in smoke and carbon monoxide detectors
  - Test GFCI receptacles
- Garage:**
  - Lubricate garage door roller shafts
  - Tighten garage door bolts



## Spring

- Yard and Exterior:**
  - Water drains away from house
  - Check plant and tree drip system for breaks and clogs
  - No trip, fall, choking, sharp, edge hazards
  - Check for signs of rodents, bats, roaches, termites
  - Clean window wells and check weep-hole drainage
  - Clean gutters and downspouts
  - Check flush irrigation system/timers
- Exterior Roof, Walls & Windows:**
  - Visually inspect shingles
  - Visually inspect chimney, valley, plumbing vents, and flashing
  - Make sure gutters discharge water away from building
  - Check attic for signs of roof leaks
  - Look for peeling paint
  - Look for signs of leaks where deck attaches to house
  - Check below window & door that flashing is intact
  - Look for signs of leaks at window and door sills
  - Clean dryer vent system
  - Check exhaust ducts are clear
- Interior Walls, Ceilings, Windows & Doors:**
  - Check operation of windows and doors
- Plumbing, Fixtures, & Appliances:**
  - Check drain and supply line for leaks
  - Check bath and kitchen fan operation
  - Clean aerators on faucets and shower heads
  - Clean exhaust fan outlets and screens
  - Dust or vacuum ceiling fan blades
- HVAC Equipment—Replace Filters: Every 30-60 Days**
  - Visually inspect air conditioner
  - Warm air furnace/heat pump
  - Clean air conditioning coils, drain pans
  - Clear debris around outdoor condensing unit
- Electrical Equipment:**
  - Check for damaged cords
  - Test GFCI receptacles
  - Check smoke and carbon monoxide detectors
- Garage:**
  - Ensure proper storage of fuel cans and combustibles
  - Proper operation of garage door and safety shut-off



## Summer

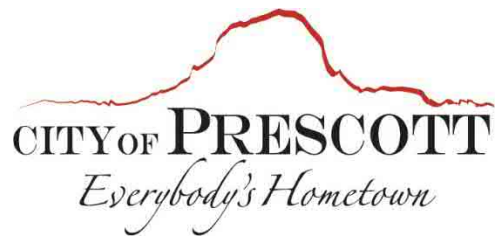
- Yard and Exterior:**
  - Trim trees and shrubs away from home
  - Clean gutters and downspouts
  - Check irrigation system/timers
  - Trim tree limbs a minimum of 6 feet away from roof areas (Prevents roof access to rodents)
- Exterior Roof, Walls & Windows:**
  - Visually examine roof for loose, cracked or missing shingles
  - Examine and repair caulking of the windows, stucco, and trim
  - Look for peeling paint
  - Examine and repair weather stripping on exterior doors and windows
- Interior Walls, Ceilings, Windows & Doors:**
  - Check operation of windows and doors
  - Inspect caulking
  - Close the chimney damper
  - Clean or wax cabinets to protect the finish
  - Lubricate and adjust locks, hinges and latches
  - Examine window locks
  - Change rotation of ceiling fan blades to circulate air downwards
  - Remove dust, cob webs, dead bugs, etc.
- Plumbing, Fixtures, & Appliances:**
  - Clean dryer vent duct and damper to remove lint
  - Clean aerators on faucets and shower heads
  - Clean exhaust fan outlets and screens
  - Close fire place damper
  - Gently clean window screens
  - Dust or vacuum ceiling fan blades
  - Change rotation of ceiling fan blades to circulate air downwards
- HVAC Equipment—Replace Filters: Every 30-60 Days**
  - Visually inspect air conditioner/furnace/heat pump
  - Air conditioner cleaned and serviced by qualified technician
  - Clear debris around outdoor condensing unit
- Electrical Equipment:**
  - Check for damaged cords
  - Test GFCI receptacles
  - Check smoke and carbon monoxide detectors
- Garage:**
  - Lubricate garage door roller shafts
  - Tighten garage door bolts





Ryan Greene Chief Building Official  
 (928) 777-1371 (main line) (928)777-1228 (direct)  
 FAX (928) 777-1258 E-mail – ryan.greene@prescott-az.gov

<b>WHAT PERMIT IS NEEDED FOR 2018 CODES</b>				
<b>PROPOSED WORK</b>	<b>RESIDENTIAL BUILDING PERMIT</b>	<b>COMMERCIAL BUILDING PERMIT</b>	<b>SITE PLAN PERMIT</b>	<b>ROW PERMIT</b>
<b>PAINTING/CARPET/CABINETS INT.</b>	NO	POSSIBLE	NO	NO
<b>PAINTING EXTERIOR / MURAL &amp; SIGNS</b>	NO UNLESS RES IN HD	YES MURALS /SIGNS	NO	NO
<b>PLUMBING FIXTURE REPLACEMENT</b>	NO	NO	NO	NO
<b>PLUMBING ADDITION /MOVE/DEMO</b>	YES	YES	NO	NO
<b>WATER HEATER REPLACEMENT</b>	YES	YES	NO	NO
<b>FURNACE/HVAC REPLACEMENT</b>	YES	YES	NO	NO
<b>ELECTRICAL RECEPTACLE/SWITCH REPLACEMENT</b>	NO	POSSIBLE	NO	NO
<b>ELECTRICAL ADDITION/MOVE/DEMO</b>	YES	YES	NO	NO
<b>WINDOW REPLACEMENT WITH FRAME</b>	YES	YES	NO	NO
<b>INDIVIDUAL GLASS PANE REPLACEMENT</b>	NO	POSSIBLE	NO	NO
<b>ROOFING 2<sup>ND</sup> LAYER OF SHINGLES</b>	NO UNLESS RES IN HD	YES	NO	NO
<b>COMPLETE ROOF TEAR-OFF/REPLACE SHEATING</b>	YES	YES	NO	NO
<b>COVERED/SCREENED PATIOS/DECKS</b>	YES	YES	NO	NO
<b>DECKS OVER 200SQ FT</b>	YES	YES	NO	NO
<b>DECKS UNDER 30" &amp; UNDER 200 SQ FT &amp; NOT PART OF EGRESS &amp; DETACHED FROM HOUSE</b>	NO	YES	YES RES ONLY	NO
<b>CARPORTS UNDER 200 SQ FT</b>	NO	YES	YES RES ONLY	NO
<b>CARPORTS OVER 200 SQ FT</b>	YES	YES	NO	NO
<b>FENCE 6' OR UNDER</b>	NO	NO	YES	IF IN ROW
<b>FENCES OVER 6'</b>	YES	YES	NO	IF IN ROW
<b>SHEDS OVER 200 SQ FT</b>	YES	YES	NO	NO
<b>SHEDS UNDER 200 S.F. NO M,P OR E</b>	NO	YES	YES RES ONLY	NO
<b>WATER TANKS 5,000 GAL OR SMALLER ON GRADE</b>	NO	POSSIBLE	NO	NO
<b>SIDE WALKS / DRIVEWAYS</b>	POSSIBLE	YES	NO	IF IN ROW
<b>AWNINGS 54" OR LESS &amp; SELF SUPPORTING</b>	NO	YES	NO	IF IN ROW
<b>AWNINGS GREATER THAN 54"</b>	YES	YES	NO	IF IN ROW
<b>WATER/SEWER LINE MOVE/REPLACE</b>	YES	YES	NO	IF IN ROW
<b>RETAINING WALLS 32" AND UNDER</b>	POSSIBLE	YES	YES	IF IN ROW
<b>RETAINING WALLS OVER 32"</b>	YES	YES	NO	IF IN ROW
<b>SIDING/STUCCO REPAIR/REPLACEMENT</b>	YES	YES	NO	



**APPENDIX H. PROJECT CHECKLIST (INTERNAL USE ONLY)**

DOCUMENTATION	RECEIVED
Proof of Self, Citizenship and Residency: State ID, Passport, Social Security Card, Utility Bill, etc.	
Proof of Income: Income tax return, letter from employer, pay stubs, social security or disability income statement, retirement benefits letter or statement, child support statement.	
Proof of Homeowners Insurance	
Last two months Bank Statements	
Asset Certification Form	
Proof of Mortgage Status – Copy of latest mortgage statement	
Proof of Tax Status – Statement from Yavapai County	
Proof of Home Ownership – Copy of the deed	
Signed AFFIDAVIT regarding receipt of other funds. This will be provided by the Chamber IF and WHEN application for assistance is approved.	
Homeowner Understanding Agreement	
Change Order Form (Optional if needed)	
Homeowner / Contractor Contract	
Owner Acceptance and Approval for Payment	