

***Cambridge City Council
Information Packet
Frederic B. Gerard
October 28, 2002***

- ***Council Recommendations***
- ***City of Cambridge, Cambridge Human Rights Commission
Settlement Agreement (June 2002)***
- ***HUD Letter RE: Settlement Agreement***
- ***Proposed Training Program Outline***
- ***Engineering Reports RE: Leaks at Miller, Burns and Johnson Apartments
& Appendix A – Leak reports***

**Recommendations to City Council For Follow-Up
On Monitoring of Cambridge Human Rights Commission
Settlement Agreement Between Frederic Gerard
and the Cambridge Housing Authority
October 28, 2002**

1. The City Council should receive copies of the Cambridge Housing Authority's bi-annual training program, including agenda, trainers and materials provided to staff.
2. The Cambridge Housing Authority should establish a regular training calendar so that trainings are scheduled and will take place every two years, reducing the need for extensions and submit it to the City Council.
3. Since the trainings are required only bi-annually, the Cambridge Housing Authority should establish a procedure on training new staff and report this information to the City Council.
4. The Cambridge Housing Authority should submit to the City Council their policies for reasonable accommodation for tenants.
5. The Cambridge Housing Authority should submit to the City Council the results of its resident survey feedback on their effectiveness in accommodating tenants with disabilities; and resident involvement in the design of resident surveys.
6. The City Council should encourage the Cambridge Housing Authority to develop opportunities to encourage resident awareness of both their rights and responsibilities; and to approach residents as partners to work together to design programs, activities and forums that are supportive and affirming, especially for disabled residents.
7. The City Council should encourage the Cambridge Housing Authority to review its current Tenant Council structure and membership in terms of HUD requirements and to insure meaningful resident involvement. The City Council should request a report on the current status of Cambridge Housing Authority Tenant Councils citywide.
8. The City Council should support and encourage public housing residents to come forward with issues of concern or recommendations or suggestions for improvement, respecting their unique perspective as tenants and consumers who access and utilize the services of the Cambridge Housing Authority.

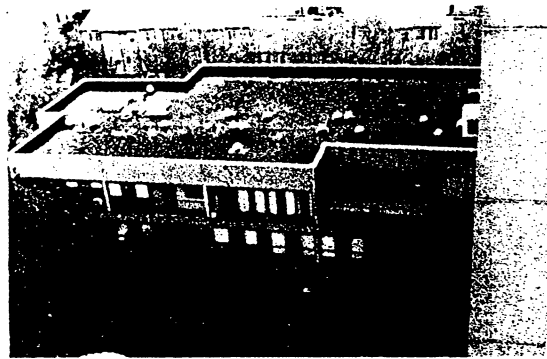
EXTERIOR ENVELOPE REHABILITATION AT
FEDERALLY-ASSISTED ELDERLY DEVELOPMENTS
CAMBRIDGE HOUSING AUTHORITY, CAMBRIDGE, MA

Bill
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PRE-DESIGN REPORT



Miller's River (3-10)



Lyndon B. Johnson (3-11)



Daniel F. Burns (3-7)

JANUARY 1999

Revised April 1999

rail support sleeves at the L. B. Johnson and D. F. Burns Developments; balcony waterproofing has failed and exterior soffits are water damaged at the L. B. Johnson and D. F. Burns Developments; and roof perimeter flashings are cracked.

Testing of typical apartment unit exterior window and balcony door assemblies showed that none could withstand water penetration under standard test conditions; common area windows also failed water testing. Observation holes cut into the interior face of the apartment unit exterior walls showed that water penetrated into the wall cavities and that the walls were ineffectively insulated.

Typical apartment unit windows and balcony doors, including frames, were removed at each development to inspect the details of the door and window fabrication and installation. The removed doors and windows were found to be readily subject to water penetration since their corners were not integral, but fabricated with screws and adhesive, their frames lacked properly sealed end dams to stop water flow and their installations were not adequately flashed. The construction and condition of the apartment unit windows and balcony doors is such that they cannot be satisfactorily refurbished or repaired; the doors and windows must be replaced if the leaks and drafts are to be stopped. Similarly, the existing exterior sealants, particularly at precast concrete panel joints, have failed and must be replaced; and all the other parts of the exterior envelopes of the three developments which have not been repaired recently are also in need of rehabilitation.

The general conclusion of the study is that the exterior envelopes of the three developments are now in need of major rehabilitation in order to eliminate leak problems and to prevent progressive deterioration of the exterior fabric of the buildings.

The total current (1999) estimated construction cost for the exterior envelope rehabilitation work at the three developments is approximately \$10,450,000, as follows:

Millers River Development Exterior Envelope Rehabilitation

Description of Work	Quantity	Unit Cost	Work Cost
Replacement of Sliding Balcony Doors	10,021 SF	\$70	\$701,470
Replacement of Half-Slide Windows	6,080 SF	\$60	\$364,800
Replacement of Center-Slide Windows	16,578 SF	\$60	\$994,680
Replacement of Common Area Windows	3,612 SF	\$45	\$162,540
Replacement of Precast Concrete Sealants	15,000 LF	\$8	\$120,000
Repair/Reface Stucco Panels	13,548 SF	\$10	\$135,480
Repair Deteriorated Concrete	Allow		\$30,000
H.C. Unit Balcony Doors W'th'rstrip./Hdw.	33 EA	\$200	\$6,600
Roof Replacement	6,406 SF	\$10	\$64,060
Subtotal			\$2,579,630
General Conditions @ 10%			257,963
Subtotal			\$2,837,593
Contractor's Overhead & Profit @ 15%			425,639
Subtotal			\$3,263,232
Budget Contingency @ 10%			326,323
Total Estimated Construction Budget			\$3,589,555
		Say	\$3,600,000

Because the total estimated construction cost for the rehabilitation of the exterior envelopes is a significant sum, the CHA may need to do the work in phases in order to manage the capital expenditure. Phasing the construction work can be done in several reasonable ways. First, obviously, the work can be subdivided by development. Second, assuming some limited overlap in the scope of the construction efforts, the work at each development could be separated into three categories: 1) work that would affect the apartment unit interiors; 2) work that would affect the apartment unit balconies (but not the apartment interiors); and 3) all other work.

Because most of the tenants are elderly and some are disabled or infirm, it would be prudent to do all the work at a development that affects the apartment unit interiors in a single construction phase so that tenant disruptions (and associated CHA management problems and possible tenant accommodation costs) are as limited as possible. It would also be similarly convenient, if funding allows, to do the work affecting the apartment unit balconies at the same time as the work affecting the apartment interiors since the work areas abut and it would be cost effective to do both as part of a single contract. With regard to work in the third category, that is work that does not affect the apartments at all, only selective joint replacement, replacement of the common area windows, the roof replacement work and some other minor work does not affect either the apartment interiors or balconies.

For the purpose of planning capital expenditures, the construction budget estimates for the exterior envelope work at each of the three federally-assisted elderly developments can be approximately apportioned as follows:

Millers River Development: \$3.6 Million

1)	Work Affecting the Apartment Interiors	\$3,070,000
2)	Work Affecting the Apartment Balconies	\$160,000
3)	Other Work	\$370,000

Lyndon B. Johnson Development: \$3.15 Million

1)	Work Affecting the Apartment Interiors	\$1,830,000
2)	Work Affecting the Apartment Balconies	\$870,000
3)	Other Work	\$450,000

Daniel F. Burns Development: \$3.7 Million

1)	Work Affecting the Apartment Interiors	\$2,050,000
2)	Work Affecting the Apartment Balconies	\$960,000
3)	Other Work	\$690,000

Since the leaks, failing sealants, staining, rusting, cracking, spalling and other signs of deterioration of the exterior fabric of the three developments will persist until a thorough-going program of repair and rehabilitation is completed, the full program of exterior envelope rehabilitation work should be done as soon as the CHA's capital expenditure planning will allow.

If only limited funds are available to the CHA in the immediate future, then the highest priority should be placed on correcting severely deteriorated portions of the exterior fabric, specifically the rusting precast concrete panel bearing plates and balcony railing sleeves and the associated areas of spalling concrete.



CITY OF CAMBRIDGE
Cambridge Human Rights Commission



51 Inman Street, Second Floor - Cambridge, MA 02139
Telephone: (617) 349-4396 • Fax: (617) 349-4766
TTY/TDD: (617) 492-0235

Quoc M. Tran, Esq.
Executive Director

June 21, 2002

Karen Hill
HUD
O'Neill Federal Building
10 Causeway Street
Boston, MA 02222

RE: Gerard v. CHA
CHRC #: 01-HH-13
HUD #: 01-00-0549-8

Dear Karen:

Enclosed is the PDS for the above-referenced case. If you have any other questions, please contact me at 349-4396.

Sincerely, -

Sonja DeWitt
Fair Housing Coordinator

CAMBRIDGE HUMAN RIGHTS COMMISSION

Frederic Gerard,

COMPLAINANT

Cambridge Housing Authority, et al.

RESPONDENT

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* HUD #: 01-00-0549-8
* MCAD #: 00152826
* CHRC #: 01-HH-13
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PRE-DETERMINATION SETTLEMENT AGREEMENT

On August 16, 2000, Frederic Gerard filed a complaint with the Cambridge Human Rights Commission, the Massachusetts Commission Against Discrimination, and the U.S. Department of Housing and Urban Development charging the Cambridge Housing Authority with unlawful discrimination against him in violation of Cambridge City Ordinance Chapter 14.04 Section 040, Massachusetts General Laws Chapter 151B, and Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Amendments Act of 1988.

During the Commission's investigation of this complaint, the parties have agreed that the matter should be resolved through conciliation. Therefore, without adjudication of this matter on the merits of the case and without conciliation being an admission or evidence of liability or a waiver by Respondent of any defenses, the parties consent and agree to the following provisions.

1. Respondent agrees to comply with the provisions of Cambridge City Ordinance Chapter 14.04. Mass. Gen. Laws Chapter 151B, and Title VIII of the 1968 Civil Rights Act as amended by the Fair Housing Amendments Act of 1988.
2. Respondent agrees to provide housing to all their tenants without regard to race, color, religion, sex, age, national origin, disability, familial status, age, sexual orientation, marital status, military status, or source of income.

3. Respondent agrees to train staff on how to effectively interact with people with psychiatric disabilities. Respondent agrees to repeat these trainings every two years, provided that the Cambridge Human Rights Commission may grant reasonable time extensions in accordance with provision #4.
4. In the event that Respondent is unable to perform a specific training within the two-year time period, Respondent shall petition the Cambridge Human Rights Commission for a time extension. The Cambridge Human Rights Commission shall grant any petition for time extension only upon finding that Respondent has good cause for delay. Time extensions shall be reasonable, allowing Respondent flexibility in scheduling trainings in light of logistical constraints, but shall be brief so as not to frustrate the intent of provision #3 to train staff on a consistent, frequent basis. Upon granting a time extension, the Cambridge Human Rights Commission shall establish a specific date by which Respondent shall perform the two-year training.
5. Respondent agrees to develop a method for informing new staff of the information presented in the two-year trainings. An acceptable method shall be to require new staff to watch a video in which the information is presented.
6. Respondent agrees to retain persons with experience and competence in psychiatric disabilities to conduct the trainings of provision #3. Acceptable trainers shall include but not be limited to Michael Muehe, Pat Freedman of the Pike Institute for Law and Disability, Moe Armstrong of the Vinfen Corporation, Jay Burke of the Cambridge Health Alliance, and the Disability Law Center.
7. Respondent agrees to annually inform tenants about their rights to reasonable accommodations. Respondent further agrees to provide tenants with a list of legal services organizations that would be able to represent tenants in asserting their legal rights. Such organizations shall include the Cambridge and Somerville Legal Services, Community Legal Assistance and Counseling, and the Harvard Legal Aid Bureau.
8. Respondent agrees to actively seek input on a yearly basis from disabled tenants about the effectiveness of its effort to reasonably accommodate tenants with disabilities. Respondent may fulfill this requirement by including questions related to disability accommodation in a written survey distributed to all tenants, provided that this survey is distributed on a yearly basis.
9. The Cambridge Human Rights Commission will monitor compliance with this agreement. To this end, Respondent agrees to provide documentation of its compliance with provisions number 3 through 8 of this document. This

documentation will be sent to the Commission every year. At a minimum, this documentation will include an outline of the content of the training conducted during the year and the results of the survey of provision #8. All compliance documentation will be available as a public record, and will be provided to the Complainant by the Cambridge Human Rights Commission upon request free of charge.

10. Complainant agrees to withdraw his complaint against Respondent which is currently before this Commission, Case No. 01-HH-13; the U.S. Department of Housing and Urban Development Case No.; 01-00-0549-8, and the MCAD Case No. 00152826 except where the Human Rights Commission determines after a full fact finding hearing that there has been a breach of this Pre-Determination Settlement Agreement. Complainant further agrees not to file suit in State or Federal Court against Respondent with respect to any matter arising from this Complaint except where the Human Rights Commission determines after a full fact finding hearing that there has been a breach of this Pre-Determination Settlement Agreement.
11. Respondent agrees not to retaliate in any way against the Complainant or any party involved in this complaint for having filed a complaint with this Commission, or for having participated in the processes of this Commission.

It is understood and agreed to by all parties that this Pre-Determination Settlement Agreement is a public document. The Pre-Determination Settlement Agreement, including all provisions therein, shall have the same status and effect as a final order of the Commission entered after a public hearing.

The Commission reserves the right to monitor all settlements. If the commission deems that a Respondent has not met the requirements of this Pre-Determination Settlement Agreement, the Commission may immediately go forward with the Complaint and may require all parties to participate in a hearing, after which, if the Respondent is determined to be in violation of this Pre-Determination Settlement Agreement, the Commission may fine the Respondent up to the maximum allowed by the General Laws of the Commonwealth of Massachusetts, seek injunctive relief in Superior Court, levy civil fines against the Respondent, and file a complaint against the Respondent in a court of appropriate jurisdiction seeking the award to the Complainant of damages, expenses, punitive damages, and other relief as appropriate.

The Complainant reserves the right to re-file his complaint if the terms of the settlement are not met within the statute of limitations.

The undersigned consents to the entry of this Pre-Determination Settlement Agreement for Respondents:

Ann Sullivan Fahey
Ann Sullivan Fahey, Esq.

6/10/02
Date

The undersigned consents to the entry of this Pre-Determination Settlement Agreement for Complainant:

Rebecca Katz
Rebecca Katz
SJC 3:03 Counsel

6/7/02
Date

Richard M. Glassman
Richard M. Glassman, Esq.
BBO #: 544381

6/7/02
Date

Frederic B Gerard
Frederic Gerard

6/7/02
Date

Conciliated by:

Sonja DeWitt
Sonja DeWitt
Fair Housing Coordinator

6/7/02
Date

Ordered and agreed to by this Commission this 18 day of June, 2002.

Quoc Tran
Quoc Tran, Esq.
Executive Director

Randy A. Shedd
Investigating Commissioner



U.S. Department of Housing and Urban Development

Office of the Regional Director
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street
Boston, Massachusetts 02222-1092

New England

TELEPHONE: (617) 994-8200
FAX: (617) 565-6558

OCT 16 2002

Laura Booth
Public Policy Director
Cambridge Economic Opportunity Committee, Inc.
11 Inman Street
Cambridge, MA 02139

Dear Ms. Booth:

This letter is in response to your letter to Secretary Mel Martinez dated September 10, 2002 providing HUD an update regarding Frederic Gerard and the Cambridge Housing Authority. We are pleased that Mr. Gerard's fair housing complaint resulted in a settlement agreement that established regular training procedures for staff at the Cambridge Housing Authority on ways to communicate with persons with mental disabilities in a manner that is appropriate, respectful and effective.

As you know, the fair housing complaint was processed by our partners at the Cambridge Human Rights Commission (CHRC). Their Pre-Determination Settlement Agreement specifies at #9 and #10 that the CHRC will monitor the provisions of the settlement agreement. Under the provisions of the Fair Housing Act HUD may take no further action on complaints that were referred and resolved by a substantially equivalent agency such as CHRC. HUD's Office of Fair Housing and Equal Opportunity will continue to monitor CHRC to ensure that this agreement, and any other fair housing settlements, will be monitored as required by the Co-Operative Agreement between HUD and CHRC.

You are correct to state that HUD does not ordinarily involve itself in the day to day management of housing owned and operated by Public Housing Authorities, nevertheless, your letter has also been referred to our Office of Public and Indian Housing. The representative assigned to Cambridge is now aware of the training to be conducted and will add it to the matters reviewed during any assessments they conduct at the CHA.

Thank you for your letter and continued commitment to improving the lives of public housing tenants.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Kevin Keogh", written over a horizontal line.

Kevin Keogh
Regional Director

CHA PROPOSED TRAINING PROGRAM

INTRODUCTION

The following is Mr. Frederic Gerard's proposed training program outcomes for CHA staff and residents. He believes that this proposal sets out program outcomes that best respond to the problems that he has faced as a resident in CHA housing. He feels that this training program if implemented, would begin to correct and address the negative and harassing behavior of which he has been a recipient. He understands that this is an ambitious program that cannot be presented in a one day training, nor should it. He would recommend that because of the scope of the outcomes stated here and the need of the tenants, that the CHA commit to an on-going training approach of performance improvement based upon regular training and staff capacity building. He also knows that this is not a detailed training. He would recommend that the available training resources listed be contacted for their expertise. Mr. Gerard would recommend that any training program that is provided include his and other resident input in the final development, as they can be a rich resource around highlighting problem areas and specific behaviors for improvement.

Finally Mr. Gerard recommends that the Cambridge Housing Authority (CHA) be held accountable for offering these trainings and report to the Human Rights Commission on their progress on a regular basis.

DISABILITY TRAINING FOR CHA EMPLOYEES:

Program Outcome I:

People with disabilities are included in every aspect of CHA community life by instilling in the CHA workforce a positive and welcoming attitude towards people with disabilities.

- Educate the CHA staff and contractors about all disabilities facing some of CHA's tenants including physical, emotional and psychiatric disabilities, and the special needs of the elderly who may be exhibiting "problem" behaviors.
- Develop partnerships with people with disabilities living in CHA housing to work together with staff to develop activities and interventions that are supportive and affirming to people with disabilities
- Remove any and all barriers—attitudinal, communication, and physical that negatively impact and restrict people with disabilities from full access, accommodation and participation.
- Educate people with disabilities about what their options are around accommodation and self determination.
- Encourage people with disabilities to take more personal responsibility and support them in their attempts to be full participants.

Program Outcome II:

In addition to CHA staff and contractors accommodating people with disabilities, they will also work to develop a tenant-centered and tenant-focused approach in providing their programs and services and conducting their physical plant repair work.

- Educate CHA staff and contractors in customer services practices that deliver high quality services and interventions that link performance to tenants needs and expectations.
- Educate staff and contractors in customer(tenant) satisfaction best practices.

Trainees:

Building Managers; Assistant Managers; Maintenance Staff; Receptionists; Leasing and Occupancy staff and any other staff interacting with residents including other Management Staff.

Possible Training Resources:

Disability Law Center; Massachusetts Office on Disability; Mass Law Reform, Cambridge Commission for Persons with Disabilities; Cambridge & Somerville Legal Services

RIGHTS AND RESPONSIBILITY TRAINING FOR TENANTS:

Program Outcome I:

Residents understand their rights and responsibilities as tenants of the CHA.

- Educate tenants in their basic rights: such as quiet enjoyment, habitable conditions and how to address code violation issues, exclusive possession, including entry and eviction procedures, the right to organize.
- Educate tenants in their special rights as public housing and subsidized tenants: for example housing policies and regulations around leases, Tenant Councils, and Grievance Procedures.
- Educate tenants on how to achieve effective interactions with management staff around issues that they want addressed in their homes.
- Educate tenants where to get help if their interactions with their manager or building staff are unproductive or disrespectful.

Trainees:

Residents in federal, state, family, elderly, or subsidized building managed by the CHA and Section 8 Tenants.

Possible Training Resources:

Somerville & Cambridge Legal Services, Cambridge Economic Opportunity Committee, Inc.- CEOC, Massachusetts Union of Public Housing Tenants, Mass Law Reform.

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CAMBRIDGE HUMAN RIGHTS COMMISSION

Frederic Gerard,

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Cambridge Housing Authority, et al.

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On August 16, 2000, Frederic Gerard filed a complaint with the Cambridge Human Rights Commission, the Massachusetts Commission Against Discrimination, and the U.S. Department of Housing and Urban Development charging the Cambridge Housing Authority with unlawful discrimination against him in violation of Cambridge City Ordinance Chapter 14.04 Section 040, Massachusetts General Laws Chapter 151B, and Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Amendments Act of 1988.

During the Commission's investigation of this complaint, the parties have agreed that the matter should be resolved through conciliation. Therefore, without adjudication of this matter on the merits of the case and without conciliation being an admission or evidence of liability or a waiver by Respondent of any defenses, the parties consent and agree to the following provisions.

- 1. Respondent agrees to comply with the provisions of Cambridge City Ordinance Chapter 14.04. Mass. Gen. Laws Chapter 151B, and Title VIII of the 1968 Civil Rights Act as amended by the Fair Housing Amendments Act of 1988.
- 2. Respondent agrees to provide housing to all their tenants without regard to race, color, religion, sex, age, national origin, disability, familial status, age, sexual orientation, marital status, military status, or source of income.



CITY OF CAMBRIDGE
Cambridge Human Rights Commission



51 Inman Street, Second Floor - Cambridge, MA 02139
Telephone: (617) 349-4396 • Fax: (617) 349-4766
TTY/TDD: (617) 492-0235

Quoc M. Tran, Esq.
Executive Director

June 21, 2002

Karen Hill
HUD
O'Neill Federal Building
10 Causeway Street
Boston, MA 02222

RE: Gerard v. CHA
CHRC #: 01-HH-13
HUD #: 01-00-0549-8

Dear Karen:

Enclosed is the PDS for the above-referenced case. If you have any other questions, please contact me at 349-4396.

Sincerely, -

Sonja DeWitt
Fair Housing Coordinator

Because the total estimated construction cost for the rehabilitation of the exterior envelopes is a significant sum, the CHA may need to do the work in phases in order to manage the capital expenditure. Phasing the construction work can be done in several reasonable ways. First, obviously, the work can be subdivided by development. Second, assuming some limited overlap in the scope of the construction efforts, the work at each development could be separated into three categories: 1) work that would affect the apartment unit interiors; 2) work that would affect the apartment unit balconies (but not the apartment interiors); and 3) all other work.

Because most of the tenants are elderly and some are disabled or infirm, it would be prudent to do all the work at a development that affects the apartment unit interiors in a single construction phase so that tenant disruptions (and associated CHA management problems and possible tenant accommodation costs) are as limited as possible. It would also be similarly convenient, if funding allows, to do the work affecting the apartment unit balconies at the same time as the work affecting the apartment interiors since the work areas abut and it would be cost effective to do both as part of a single contract. With regard to work in the third category, that is work that does not affect the apartments at all, only selective joint replacement, replacement of the common area windows, the roof replacement work and some other minor work does not affect either the apartment interiors or balconies.

For the purpose of planning capital expenditures, the construction budget estimates for the exterior envelope work at each of the three federally-assisted elderly developments can be approximately apportioned as follows:

Millers River Development: \$3.6 Million

1)	Work Affecting the Apartment Interiors	\$3,070,000
2)	Work Affecting the Apartment Balconies	\$160,000
3)	Other Work	\$370,000

Lyndon B. Johnson Development: \$3.15 Million

1)	Work Affecting the Apartment Interiors	\$1,830,000
2)	Work Affecting the Apartment Balconies	\$870,000
3)	Other Work	\$450,000

Daniel F. Burns Development: \$3.7 Million

1)	Work Affecting the Apartment Interiors	\$2,050,000
2)	Work Affecting the Apartment Balconies	\$960,000
3)	Other Work	\$690,000

Since the leaks, failing sealants, staining, rusting, cracking, spalling and other signs of deterioration of the exterior fabric of the three developments will persist until a thorough-going program of repair and rehabilitation is completed, the full program of exterior envelope rehabilitation work should be done as soon as the CHA's capital expenditure planning will allow.

If only limited funds are available to the CHA in the immediate future, then the highest priority should be placed on correcting severely deteriorated portions of the exterior fabric, specifically the rusting precast concrete panel bearing plates and balcony railing sleeves and the associated areas of spalling concrete.

rail support sleeves at the L. B. Johnson and D. F. Burns Developments; balcony waterproofing has failed and exterior soffits are water damaged at the L. B. Johnson and D. F. Burns Developments; and roof perimeter flashings are cracked.

Testing of typical apartment unit exterior window and balcony door assemblies showed that none could withstand water penetration under standard test conditions; common area windows also failed water testing. Observation holes cut into the interior face of the apartment unit exterior walls showed that water penetrated into the wall cavities and that the walls were ineffectively insulated.

Typical apartment unit windows and balcony doors, including frames, were removed at each development to inspect the details of the door and window fabrication and installation. The removed doors and windows were found to be readily subject to water penetration since their corners were not integral, but fabricated with screws and adhesive, their frames lacked properly sealed end dams to stop water flow and their installations were not adequately flashed. The construction and condition of the apartment unit windows and balcony doors is such that they cannot be satisfactorily refurbished or repaired; the doors and windows must be replaced if the leaks and drafts are to be stopped. Similarly, the existing exterior sealants, particularly at precast concrete panel joints, have failed and must be replaced; and all the other parts of the exterior envelopes of the three developments which have not been repaired recently are also in need of rehabilitation.

The general conclusion of the study is that the exterior envelopes of the three developments are now in need of major rehabilitation in order to eliminate leak problems and to prevent progressive deterioration of the exterior fabric of the buildings.

The total current (1999) estimated construction cost for the exterior envelope rehabilitation work at the three developments is approximately \$10,450,000, as follows:

Millers River Development Exterior Envelope Rehabilitation

Description of Work	Quantity	Unit Cost	Work Cost
Replacement of Sliding Balcony Doors	10,021 SF	\$70	\$701,470
Replacement of Half-Slide Windows	6,080 SF	\$60	\$364,800
Replacement of Center-Slide Windows	16,578 SF	\$60	\$994,680
Replacement of Common Area Windows	3,612 SF	\$45	\$162,540
Replacement of Precast Concrete Sealants	15,000 LF	\$8	\$120,000
Repair/Reface Stucco Panels	13,548 SF	\$10	\$135,480
Repair Deteriorated Concrete	Allow		\$30,000
H.C. Unit Balcony Doors W'th'rstrip./Hdw.	33 EA	\$200	\$6,600
Roof Replacement	6,406 SF	\$10	<u>\$64,060</u>
Subtotal			\$2,579,630
General Conditions @ 10%			<u>257,963</u>
Subtotal			\$2,837,593
Contractor's Overhead & Profit @ 15%			<u>425,639</u>
Subtotal			\$3,263,232
Budget Contingency @ 10%			<u>326,323</u>
Total Estimated Construction Budget			\$3,589,555
		Say	\$3,600,000

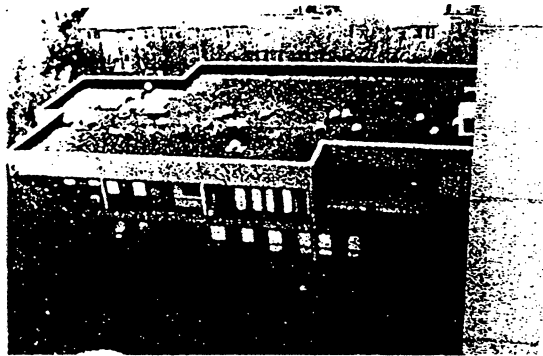
EXTERIOR ENVELOPE REHABILITATION AT
FEDERALLY-ASSISTED ELDERLY DEVELOPMENTS
CAMBRIDGE HOUSING AUTHORITY, CAMBRIDGE, MA

Bill
Cundiff

PRE-DESIGN REPORT



Miller's River (3-10)



Lyndon B. Johnson (3-11)



Daniel F. Burns (3-7)

JANUARY 1999

Revised April 1999

**Recommendations to City Council For Follow-Up
On Monitoring of Cambridge Human Rights Commission
Settlement Agreement Between Frederic Gerard
and the Cambridge Housing Authority
October 28, 2002**

1. The City Council should receive copies of the Cambridge Housing Authority's bi-annual training program, including agenda, trainers and materials provided to staff.
2. The Cambridge Housing Authority should establish a regular training calendar so that trainings are scheduled and will take place every two years, reducing the need for extensions and submit it to the City Council.
3. Since the trainings are required only bi-annually, the Cambridge Housing Authority should establish a procedure on training new staff and report this information to the City Council.
4. The Cambridge Housing Authority should submit to the City Council their policies for reasonable accommodation for tenants.
5. The Cambridge Housing Authority should submit to the City Council the results of its resident survey feedback on their effectiveness in accommodating tenants with disabilities; and resident involvement in the design of resident surveys.
6. The City Council should encourage the Cambridge Housing Authority to develop opportunities to encourage resident awareness of both their rights and responsibilities; and to approach residents as partners to work together to design programs, activities and forums that are supportive and affirming, especially for disabled residents.
7. The City Council should encourage the Cambridge Housing Authority to review its current Tenant Council structure and membership in terms of HUD requirements and to insure meaningful resident involvement. The City Council should request a report on the current status of Cambridge Housing Authority Tenant Councils citywide.
8. The City Council should support and encourage public housing residents to come forward with issues of concern or recommendations or suggestions for improvement, respecting their unique perspective as tenants and consumers who access and utilize the services of the Cambridge Housing Authority.

D-6

**Cambridge City Council
Information Packet
Frederic B. Gerard
October 28, 2002**

- ***Council Recommendations***
- ***City of Cambridge, Cambridge Human Rights Commission
Settlement Agreement (June 2002)***
- ***HUD Letter RE: Settlement Agreement***
- ***Proposed Training Program Outline***
- ***Engineering Reports RE: Leaks at Miller, Burns and Johnson Apartments
& Appendix A – Leak reports***

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City of Cambridge

O-6.

IN CITY COUNCIL

October 28, 2002

VICE MAYOR DAVIS
MAYOR SULLIVAN
COUNCILLOR DECKER
COUNCILLOR GALLUCCIO
COUNCILLOR MAHER
COUNCILLOR MURPHY
COUNCILLOR REEVES
COUNCILLOR SIMMONS
COUNCILLOR TOOMEY

WHEREAS: The Cambridge Housing Authority is in the process of developing an employee diversity training program; now therefore be it

ORDERED: That the City Manager be and hereby is requested to share with the Cambridge Housing Authority available resources and information pertaining to the City's employee diversity training program.

In City Council October 28, 2002.
Adopted by the affirmative vote of nine members.
Attest:- D. Margaret Drury, City Clerk.

A true copy; *D. Margaret Drury*

ATTEST:-

D. Margaret Drury
City Clerk

CM-240

ORDER #6

Requesting the City Manager to share with the Cambridge Housing Authority available resources and information pertaining to the City's employee diversity training program.

Vice Mayor Davis, Mayor Sullivan

In City Council October 28, 2002

ORDER ADOPTED.