

CUYAHOGA COUNTY BOARD OF HEALTH

REQUEST FOR PROPOSAL

RFP # 2017-01

ISSUED **March 13, 2017**

**RFP TITLE: SELECTION OF CONTRACTOR FOR LEAD REMOVAL
ABATEMENT PROJECT**

Issuing Department: Administration
Cuyahoga County Board of Health
5550 Venture Drive
Parma, Ohio 44130
(216)201-2000

Sealed proposals will be received until: April 10, 2017 at 11:00 a.m.

All inquiries should be directed to: Judy V. Wirsching, CFO
Cuyahoga County Board of Health
5550 Venture Drive
Parma, Ohio 44130
(216) 201-2001 ext. 1103
(216) 676-1311 (fax)
jwirsching@ccbh.net

ALL RESPONSES SHALL BE MARKED AS

“SEALED BID”

**REQUEST FOR PROPOSALS
SELECTION OF CONTRACTOR FOR LEAD REMOVAL ABATEMENT PROJECT
AT 14608-14610 ARDENALL, EAST CLEVELAND FOR THE
CUYAHOGA COUNTY DISTRICT BOARD OF HEALTH**

**PROPOSALS ARE TO BE MAILED OR HAND-DELIVERED DIRECTLY TO THE
ISSUING DEPARTMENT SHOWN ABOVE. ANY PROPOSAL RECEIVED AFTER
THE TIME AND DATE SPECIFIED ABOVE WILL BE RETURNED UNOPENED.**

**REQUEST FOR PROPOSALS FOR
SELECTION OF CONTRACTOR FOR LEAD REMOVAL ABATEMENT
PROJECT
RFP# 2017-01 & 2017-02**

The Cuyahoga County Board of Health is soliciting sealed proposals for the selection of a licensed lead abatement contractor(s), registered and in good standing with the Cuyahoga County Board of Health to conduct lead abatement and interim controls at the properties referenced by the addresses as follows:

14608-14610 Ardenall, East Cleveland, Ohio 44112 (3 suite)
1563-65 Eddington, East Cleveland, Ohio 44118 (3 suite)

Proposals must be submitted to the Cuyahoga County Board of Health, 5550 Venture Drive, Parma, Ohio 44130 no later than 11:00 A.M local time on Monday, April 10, 2017.

A pre-proposal conference is scheduled for Thursday, March 23, 2017 at 10:00 a.m. at the Cuyahoga County Board of Health at the address set forth above. Attendance is not mandatory.

This notice may also be viewed at the following Board website: www.ccbh.net by clicking on the "Business" tab on the home page. Questions prior to the pre-proposal conference must be emailed to bidquestions@ccbh.net.

Judy Wirsching, CFO

Proprietary Statement

This specification document in whole and or in part is the property of the Cuyahoga County Board of Health (hereinafter Board) and shall not be used for any purposes other than those expressly defined herein. The reproduction or dissemination of this document is strictly prohibited without the expressed written approval of the Board.

Commencement of Contract Performance

In order to protect the interests of the Board, a contract must be executed by the Board before the application set forth in this specification can be provided. The contract will not be processed and executed by the Board until the documents required in this specification are received by the Board from the successful Respondent. If a contract cannot be negotiated within fifteen (15) days of notification to the designated Respondent, the Board may terminate negotiations with the Respondent and negotiate a contract with another Respondent.

Project Description

The Cuyahoga County Board of Health is soliciting a Licensed Lead Abatement Contractor currently registered, and in good standing, with the Cuyahoga County Board of Health to conduct lead abatement and interim controls at the property referenced by the address of 14608-14610 Ardenall, East Cleveland, Ohio 44112 (3 suite).

Bidder shall provide an aggregate bid based upon the attached specification.

Specifications are included herein. The winning bidder shall have adequate capacity to complete project within a 60 day period.

I. NOTICE TO RESPONDENTS

Sealed proposals will be received in the Office of the Chief Fiscal Officer of the Cuyahoga County Board of Health, 5550 Venture Drive, Parma, Ohio 44130 until 11:00 A.M., (local time), April 10, 2017 for the following:

Selection of Contractor For Lead Removal Abatement Project at 14608-14610 Ardenall, East Cleveland, Ohio 44112 (3 suite).

Services are to be provided and completed within sixty 60 days from the date of signing the contract.

II. PROPOSAL REQUIREMENTS

A. PRE-PROPOSAL CONFERENCE

There will be a pre-proposal conference on **Thursday, March 23, 2017 at 10:00 a.m.**

The pre-proposal conference will be held at the Cuyahoga County Board of Health, 5550

Venture Drive, Parma, Ohio 44130.

It is recommended that interested respondents attend the pre-proposal conference but it is not mandatory.

Subsequent to the pre-proposal conference, refer to the Cuyahoga County Board of Health website www.ccbh.net by clicking on the "Business" tab on the home page, for current updates, forms, and questions and answers.

No questions will be permitted or answered after the pre-proposal conference concludes.

B. ADDENDA

Any changes or additions to the specifications will be delineated in the form of an addendum which will be mailed to all interested Respondents who are known to the Office of the Chief Financial Officer to have received a complete set of proposal documents. No addenda will be issued later than seventy-two (72) hours prior to the date for receipt of proposals.

All prospective respondents shall be responsible for routinely checking the Cuyahoga County Board of Health website (www.ccbh.net) for issued addenda and other relevant information.

The Board shall not be responsible for the failure of a prospective respondent to obtain addenda and other information issued at anytime, related to this RFP.

C. PROPOSAL SUBMISSION DEADLINE

The proposal documents must be received at the following location no later than 11:00 A.M. local time on the date below:

April 10, 2017
Cuyahoga County Board of Health
Office of the Chief Fiscal Officer
5550 Venture Drive
Parma, Ohio 44130

LATE PROPOSALS WILL NOT BE ACCEPTED.

The official clock for the determination of 11:00 A.M., Local Time shall be the time clock located in the Board's Administrative Offices at the address shown above.

The proposal documents shall be submitted in a sealed envelope which is clearly identified with the above address and a description of the work to be performed as provided in the specification.

Proposals sent by facsimile or email will not be accepted.

D. TECHNICAL REQUIREMENTS

Refer to Appendix 1-4.

Only Licensed Lead Abatement Contractors currently registered, and in good standing, with the Cuyahoga County Board of Health will be considered.

E. PROPOSAL DOCUMENT REQUIREMENTS

The Respondent shall submit the following documents with the proposal:

1. Pricing Document(s) **(ORIGINAL SIGNATURE ONLY)**

All Respondents submitting proposals must submit this document signed.

The pricing document is Appendix 1-4.

2. Non-Collusion Affidavit **(ORIGINAL SIGNATURE & NOTARIZED)**

All Respondents submitting proposals must submit this signed and notarized document for the proposal to be considered.

3. Respondent's Reference Sheet – Appendix 1-1.

All Respondents submitting proposals must submit this document for the proposal to be considered.

4. All Bidders are required to submit a Bid Guaranty with their bid proposal in order to be considered in the evaluation process.

§153.54 of the Ohio Revised Code [Bid guaranty to be filed with bid] provides that (A) Each person bidding for a contract with the state or any political subdivision, district, institution, or other agency thereof, excluding therefrom the department of transportation, for any public improvement shall file with the bid, a bid guaranty in the form of either:

(1) A bond in accordance with division (B) of this section for the full amount of the bid;

(2) A certified check, cashier's check, or letter of credit pursuant to Chapter 1305 of the Revised Code, in accordance with division (C) of this section. Any such letter of credit is revocable only at the option of the beneficiary state, political subdivision, district, institution, or agency. The amount of the certified check, cashier's check, or letter of credit shall be equal to ten per cent of the bid.

Bid Guaranty's will be returned, to all unsuccessful bidders, immediately. The bid guaranty will be returned to the successful bidder upon execution of a contract.

Blank copies of documents listed under Items 1, 2, and 3 above have been included in the Appendix of this specification for completion and submission by the Respondent.

DOCUMENTS LISTED UNDER 1 AND 2 MUST HAVE ORIGINAL SIGNATURES.

COPIES WILL BE ACCEPTABLE ONLY IF THEY CONTAIN ORIGINAL SIGNATURES IN BLUE INK.

IN ADDITION ONLY THE NON-COLLUSION AFFIDAVIT SHALL BE NOTARIZED.

PROPOSALS THAT DO NOT CONTAIN THE PRICING DOCUMENT WITH AN ORIGINAL SIGNATURE, A NOTARIZED NON-COLLUSION AFFIDAVIT WITH AN ORIGINAL SIGNATURE, AND THE RESPONDENT'S REFERENCE SHEET WILL BE REJECTED.

III. PROPOSAL EVALUATION

A. CRITERIA TO BE EVALUATED

1. REQUIRED DOCUMENTS

All documents required in Section II.E. PROPOSAL DOCUMENT REQUIREMENTS must be submitted.

2. TECHNICAL REQUIREMENTS

All specifications outlined in Section II.D. TECHNICAL REQUIREMENTS must be met.

B. METHOD OF EVALUATION

The Board will review all information submitted by the Respondent and compare it to the requirements outlined in this RFP. All documents which are submitted as part of the sealed proposal process shall be evaluated. The Board reserves the right to negotiate further with one or more Respondents who submit proposals that are responsive to the requirements herein. The contract shall be awarded to the Respondent with whom the Board negotiates the best and/or lowest proposal. No consideration will be given to proposals which offer incentives or concessions.

Responses must be submitted with one (1) original and two (2) copies. All proposals submitted will become the property of the Board and will not be returned. The original proposals shall be postmarked as such or be readily identifiable as the original. The following terms and conditions shall apply to the proposals:

1. No proposal shall be withdrawn after it has been deposited with the Board of Health.

2. All proposals submitted will be in effect for sixty (60) calendar days from the due date. Proposals will be accepted or rejected within this period.
3. The Board assumes no responsibility or liability for costs incurred in the preparation and/or submission of any proposal.
4. Corrections of errors in a proposal after the opening of proposals shall not be allowed except for extension errors and/or math errors which are clearly evident.

Correction of errors allowed by this paragraph must be accomplished within two (2) working days after the opening of proposals.

5. The Board reserves the right to consider all elements entering into the question of determining the responsibility of a Respondent.
6. The Board reserves the right to reject any or all proposals for any reason.
7. Any proposal which is incomplete, conditional, obscure, or which contains additions or deletions not called for or irregularities of any kind shall be rejected.
8. To ensure fair consideration for all respondents the Board **prohibits** prospective respondent's communication with any department or employee during the submission process. Questions relative to the specifications on the proposal shall be addressed during the pre-proposal conference.
9. Pursuant to Section 149.43 of the Ohio Revised Code, the proposal may be considered a public record and be released upon request.

The Board will treat any documents submitted with the proposal as a public document unless informed in writing by Bidder that it considers the document to contain trade secrets under Ohio law. The Board may require additional information in support of such a claim.

10. It is understood that time is of the essence and this provision applies to all terms and conditions contained herein.

IV. CONTRACTING REQUIREMENTS

See attached Appendix 1-3 for Contract Terms and Conditions.

A. CONTRACT PROCESSING

Upon notification of award, the Board will forward the completed agreement to the successful Respondent for signature via email. The selected Respondent shall email back the signed copy of the agreement to the Board for review.

B. PAYMENT PROCESSING

The Board will pay the successful Respondent per the terms of the agreement.

C. MISCELLANEOUS

If any Respondent finds any perceived conflict, error, omission or discrepancy on or between any provision of this RFP or between any part of the RFP and any applicable provision of law, the Respondent shall submit a written request for interpretation or clarification to **Judy V. Wirsching at jwirsching@ccbh.net**.

Appendix

Respondent's Reference Sheet.....1-1

Non-Collusion Affidavit..... 1-2

Contract Terms and Conditions.....1-3

Board of Health Specifications/Respondent Pricing Sheet1-4

Appendix 1-1

RESPONDENT'S REFERENCE SHEET

INSTRUCTIONS: List a minimum of three (3) organizations to whom you have provided like services to that being requested in the specification. Provide all data requested below for each reference listed. Use additional sheets if desired.	
ORGANIZATION'S NAME:	CONTACT PERSON'S NAME:
ORGANIZATION'S FULL ADDRESS:	CONTACT PERSON'S TELEPHONE NUMBER: DATE SERVICE(S) PROVIDED:
SPECIFY THE SERVICES PROVIDED:	
ORGANIZATION'S NAME:	CONTACT PERSON'S NAME:
ORGANIZATION'S FULL ADDRESS:	CONTACT PERSON'S TELEPHONE NUMBER: DATE SERVICE(S) PROVIDED:
SPECIFY THE SERVICES PROVIDED:	
ORGANIZATION'S NAME:	CONTACT PERSON'S NAME:
ORGANIZATION'S FULL ADDRESS:	CONTACT PERSON'S TELEPHONE NUMBER: DATE SERVICE(S) PROVIDED:
SPECIFY THE SERVICES PROVIDED:	

Appendix 1-2

NON-COLLUSION AFFIDAVIT

(THIS AFFIDAVIT MUST BE EXECUTED FOR THE PROPOSAL TO BE CONSIDERED)

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

_____ being first duly sworn, deposes and says that he/she is _____ of the party making the foregoing proposal: that such proposal is genuine and not collusive or sham: that said Respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any contractor or person to put in a sham proposal, or that such other person shall refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiant or any other contractor, or to fix any overhead, profit or cost element of said price, or of that of any other contractor, or to secure any advantage against the Cuyahoga County Board of Health or any other persons interested in the proposed contract; and that all statements contained in said proposal are true; and further that all statements contained in said proposal are true; and further that such contractor has not, directly or indirectly submitted this proposal, or contents thereof, or divulged information relative thereto to any association or to any member or agent thereof.

FURTHER AFFIANT SAYETH NAUGHT.

AFFIANT

Sworn to and subscribed before me this _____ day of _____ 2017.

NOTARY PUBLIC

My commission expires:

CUYAHOGA COUNTY LEAD REMEDIATION CONTRACT

between

Cuyahoga County Board of Health

And

XXX

Property Address:

This Contract, made and entered into by and between **Cuyahoga County, a political subdivision of the State of Ohio, on behalf of the Cuyahoga County Board of Health (“Board”)**, and an Ohio _____ (“Contractor”), located at, .,

- 1) **SCOPE OF WORK:** The scope of work for this contract is set forth in the completed Cuyahoga County Lead Remediation Specifications, attached hereto and incorporated herein by reference.
- 2) **EFFECTIVE DATE OF CONTRACT:** The Contract shall become binding upon the parties concerned when both parties have properly signed the Contract and a written Proceed Order has been issued. If a Proceed Order is not issued within 90 calendar days of submission of the contractor’s proposal, the Contractor may withdraw its proposal.
- 3) **TIME FOR PERFORMANCE:** All work to be performed by the Contractor shall be completed in accordance with the Contract **within sixty (60) calendar days after the date of the Proceed Order**. Notwithstanding the aforesaid, the Contractor is excused from the performance time requirement if, during the progress of the work, an extension for a definite period of time is authorized in writing by the Board, or delay is caused by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any other causes completely beyond the Contractor’s control.
- 4) **WORK PRACTICES:** The Contractor is to provide all labor, material and equipment necessary to complete all aspects of the work in the Contract. All materials and equipment shall be installed in accordance with the manufacturer’s specifications applicable. All labor shall be done by skilled mechanics, qualified and competent to perform the best grade of workmanship as usually recognized in the building industry. The work shall also comply with requirements of all current versions of applicable national, state and local regulations. Where there is a conflict between this Specification and the cited federal, state or local regulations or guidelines, the more restrictive or stringent requirements shall prevail. The Board reserves the right to have personnel removed from the job who are not performing their services in a workmanlike manner.

The Contractor will follow all “HUD Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing”, found at 24 CFR Parts 35, 36, 37. All lead remediation work shall be supervised by State of Ohio Licensed Lead Abatement Contractors and carried out by State of Ohio Licensed Lead Abatement Workers. The Contractor will not use open-flame burning, chemical strippers containing methylene chloride, dry scraping, uncontained hydro-blasting or hydro-washing, uncontained abrasive blasting, or machine sanding without HEPA attachments

or heat stripping above 1100 degrees (F) at any time.

The Contractor will observe the procedures for worker protection established by the Federal Occupational Safety and Health Administration, including but not limited to:

- 29 CFR 1910 General Industry Standards
- 29 CFR 1910.1025 Lead Standards for General Industry
- 29 CFR 1910.134 Respiratory Protections
- 29 CFR 1910.1200 Hazard Communications
- 29 CFR 1910.245 Specifications for Accident Prevention (Sign and Tags)
- 29 CFR 1926 Construction Industry Standards
- 29 CFR 1926.62 Construction Industry Lead Standard

The contractor will dispose of waste resulting from abatement in accordance with all applicable local, State, and Federal regulations.

The job site must be left clean and must pass final lead clearance inspection by the Cuyahoga County Board of Health and the Cuyahoga County Department of Development prior to payment under this contract.

- 5) **COMPLIANCE WITH CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS:** Congress has enacted Pub. L. 112-239, January 2, 2013 which mandates a pilot program entitled, "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections." Pursuant to this law, the Agency shall certify that it is in compliance with this law which certification shall verify that the Agency did require all of its grantees, their subgrantees and subcontractors to:
1. Inform their employees working on any Federal award they are subject to the whistleblower rights and remedies of the pilot program;
 2. Inform their employees in writing of employee whistleblower protections under 41U.S.C. 4712 in the predominant native language of the workforce; and,
 3. Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.
- 6) **SUBSTITUTIONS/CHANGES:** It is not the desire of the Board to exclude any products or materials of equal or greater merit to those specified herein. Trade names are designated to establish the quality desired. Contractors wishing to make substitutions under the provisions of "or equal," will provide the Board with complete information and samples where required. All changes in the Contract (material, labor, etc.) shall be approved in advance by the Board and Contractor on a written Change Order Document.
- 7) **SAMPLES:** The Contractor shall furnish, for the approval of the Board, all samples as directed. The work shall be in accordance with the approved samples.
- 8) **MATERIAL REMOVAL/RETAINAGE:** The Contractor shall keep the premises clean and orderly during the course of the work and remove all debris upon completion of the work. Materials and equipment that have been removed as part of the work shall belong to the Contractor unless otherwise stated in the Contract. New materials remaining after installation shall belong to the Contractor and are given to the property owner solely at the discretion of

the Contractor.

- 9) **UTILITIES:** The contract price is based on the Contractor using, at no cost, existing utilities such as light, heat, power and water necessary to the completion of the work.
- 10) **PERMITS/LICENSES:** All permits and licenses necessary for the completion and execution of the work shall be secured and paid for by the Contractor. All work shall be performed in conformance with all applicable federal, State, and local laws, regulations, codes and requirements. If the Contractor performs contrary to such laws, ordinances, etc., he shall bear all costs to correct the work.
- 11) **INSURANCE:** Contractor will at all times during the Term and for a period of three (3) years after the expiration or termination of this Agreement, at its own cost and expense, carry, maintain, and have in force, covering all matters, claims, and losses associated with this Agreement and the performance of the Services, the minimum insurance and coverage limits set forth in Exhibit A, and Contractor will comply with all other requirements set forth in Exhibit A.
- 12) **SUPERINTENDENCE:** The Contractor shall furnish the Board with the name and telephone number of one State Licensed Lead Abatement Contractor who will represent the Contractor and be responsible for all the Lead Remediation Work under this contract.

Name of State Licensed Abatement Contractor (Person):

Daytime Phone Number:

- 13) **INSPECTION OF WORK:** The Board or its inspector shall at all times have access to the work. If the Contract plans, instructions, law, ordinances, other applicable assistance program, or any public authority requires any work to be specifically inspected, tested or approved, the Contractor shall give the Board timely notice. Hidden work that has not been inspected may be uncovered for examination at the Contractor's own expense. If such work should be found not in accordance with this contract the Contractor shall pay such cost.
- 14) **SUBCONTRACTING:** Because this work requires a State of Ohio Lead Abatement Contractor License, subcontracting of the work is not permitted without prior written consent of the Board.
- 15) **ANTI-KICKBACK RULES:** Salaries of architects, draftsmen, technical engineers, and technicians performing work under the Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 STT. 108; Title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276 c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under the Contract to insure compliance by Subcontractors with such regulations, and shall be responsible for the submission of affidavits required of Subcontractors thereunder except as the Secretary of Labor may specifically provide for variation of or exemption from the requirements thereof.
- 16) **EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of the Contract,

the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

C. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by the Contract so that such provisions will be binding upon each Subcontractor provided that the foregoing provisions shall not apply to Contracts or Subcontractors for standard commercial supplies or raw materials.

D. The Contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous place available to employees and applicants for employment.

E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development, or pursuant thereto, and will permit access to his books, records and accounts by the Secretary of Housing and Urban Development, or his designee, and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for future Government contractors or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

17) **DEFAULT AND TERMINATION FOR CAUSE:** In case the Contractor fails to furnish materials or execute work in accordance with the provisions of the Contract, or fails to proceed with or complete the work within the time specified in the Contract, or if the provisions of the Contract are otherwise violated by the Contractor, then in any case upon ten (10) days written notice to the Contractor, the Board shall have the right to declare Contractor in default in the performance of his obligations under Contract. Said notice shall contain the reason for the Board's intent to declare Contractor in default and unless within ten (10) days after service of said notice, the violation shall cease or satisfactory arrangements shall be made

for its correction, the Contractor, by written notice, may be declared in default and his right to proceed under the Contract terminated. In the event the Contractor is thus declared to be in default, the Board, after notifying the Contractor, will proceed to have the work completed, shall apply to the cost of having the work completed any money due to Contractor under the Contract, and the Contractor shall be responsible for any damages resulting to the Board by reason of said default.

- 18) **METHOD OF PAYMENT:** The amount of this contract is found on Page 9 of this agreement. The full amount of this contract will be paid in one lump sum upon completion of all work to the satisfaction of the property owner and the Board, and receipt of a satisfactory written clearance report from the Cuyahoga County Department of Development. No advances or partial payments will be made.

Payment will be mailed directly to the Contractor at the address of record within 30 days after signature of the Owner Satisfaction Statement by all parties, satisfactory inspection of the work by the Board, and receipt of all required permits, lien waivers, clearance inspection reports and any other documents reasonably requested by the Board.

- 19) **LIEN WAIVERS AND WARRANTIES REQUIRED:** Before Contractor requests a payment; he shall give the Board good and sufficient evidence that the premises are free from liens, damages, or claims against the Contractor. The Board shall reserve the right to retain out of the payment then due or thereafter to come due, an amount sufficient to indemnify the Board against all such liens, damages, and claims until the same shall be effectually satisfied, discharged and canceled. The invoice requesting Final Payment must also have attached all manufacturers and supplier's written guarantees and warranties covering materials and equipment furnished under this Contract. Neither final certificate nor payment shall relieve the Contractor of responsibility for negligence, faulty materials, or faulty workmanship within the period provided by the Board.

- 20) **DEFECTS AFTER COMPLETION:** The Contractor shall guarantee the work performed for a period of twelve (12) months from the date of final acceptance of all work required by the Contract. Any defects that appear within this twelve (12) month period and arise out of defective or improper materials or workmanship shall be corrected and made good by the Contractor at his expense.

- 21) **INDEPENDENT CONTRACTOR:** No agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. Inasmuch as the Board is interested in the Agency's end product, the Board does not control the manner in which the Agency performs this contract. The Board is not liable for the workers' compensation or unemployment compensation payments required by Chapters 4123 and 4141 of the Ohio Revised Code, respectively. In addition, the Agency assumes responsibility for all tax liabilities that result from compensation paid to the Agency by the Board. The Board will report any payment made under this contract to the Internal Revenue Service on Form 1099.

No provision contained in this contract shall be construed as entitling the Agency to participate in hospital plans, medical plans, sick leave benefits, vacation, and other benefits available to employees of the Board or to become a member of the Public Employees

Retirement System (Chapter 145 of the Ohio Revised Code.).

- 22) **DISPUTE RESOLUTION PROCESS:** Board and contractor agree that any dispute or claim concerning this agreement, the project or services provided, including whether or not the dispute or claim is arbitrable, will be resolved in the following manner. First, notice of such dispute or claim must be submitted within seven (7) days of the date the dispute first arose. Notice shall be in writing and shall be sent to the other party at the place identified in Section 22 below. The dispute or claim shall be heard by the Board Contract Review Committee who shall have thirty (30) to review and make a determination or achieve a satisfactory resolution. Thereafter, if not resolved, the aggrieved party shall have the right to file the matter in arbitration as follows.

Within ten (10) business days of the final decision of the Contract Review Committee, either party may submit the dispute or claim to arbitration. The arbitration proceedings will be conducted under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time a demand for arbitration under the Rules is made. Arbitration shall be filed and all hearings conducted in Cuyahoga County, Ohio. The decision of the arbitrators, including determination of the amount of any damages suffered, will be exclusive, final and binding on the Board and Contractor, their heirs, executors, administrators, successors and assigns.

- 23) **NOTICES:** All notices, invoices and correspondence which may be necessary or proper for either party shall be addressed as follows:

TO THE BOARD:

Cuyahoga County District Board of Health
Attention: _____
Director - _____
5550 Venture Drive
Parma Ohio 44130

FOR THE AGENCY:

Agency Name
Attention:
Address
City

- 24) **UNRESOLVED FINDING FOR RECOVERY:** Ohio Revised Code Section 9.24 prohibits the award of a contract to any Agency against whom the Auditor of the State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of the award. By executing this contract, the Agency warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under the Ohio revised Section 9.24.
- 25) **PROHIBITED AFFILIATIONS; SUSPENSION AND DEBARMENT:** Contractor certifies, represents, and warrants that (a) none of the Contractor Parties is suspended and/or debarred from doing business with state and/or federal government programs and (b) all Contractor Parties have been cleared of

debarment from the following websites, prior to executing this contract and/or providing the services described herein to the Board:

- * <http://www.sam.gov/>
- * <http://oig.hhs.gov/fraud/exclusions.asp>

Contractor will check these websites on a monthly basis during the Term with regard to the Contractor Parties. If Contractor is notified of or otherwise becomes aware of a suspension and/or debarment during the Term, Contractor will notify the Board of such suspension and/or debarment as soon as practicable, but in no event later than five (5) days after Contractor becomes aware of such occurrence.

- 26) **EFFECT OF ELECTRONIC SIGNATURE:** By entering into this contract, Agency agrees on behalf of itself, its officers, employees, subcontractors, subgrantees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by the Agency and/or the Board may be executed by electronic means, and that the electronic signatures affixed by CCBH and/or the Agency to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. Agency also agrees to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.
- 27) **INTERPRETATION:** This agreement shall be interpreted according to the laws of the State of Ohio, regardless of its place of execution. Any actions, suits, or claims that may arise pursuant to this Agreement shall be brought in the Cuyahoga County Court of Common Pleas, State of Ohio.
- 28) **SEVERABILITY:** If any provision hereof shall be determined to be invalid or unenforceable, such determination shall not affect the validity of the other provisions of this Agreement. Moreover, any provisions that should survive the expiration or termination will survive the expiration or termination of this agreement.
- 29) **AMENDMENT:** This Agreement shall not be modified except by the express written consent by both parties hereto.
- 30) **WAIVER:** Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.
- 31) **FORCE MAJEURE:** Neither party shall be liable for any delay nor failure to perform any duty or obligation it may have pursuant to this Agreement where such delay or failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the party's reasonable control.
- 32) **COUNTERPARTS:** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

LEAD REMEDIATION CONTRACT SIGNATURE PAGE

Property Address:

Contract Time of Performance: _____ through _____

This contract specifically includes all 31 paragraphs of Terms and Conditions listed above.

The Contractor’s authorized representative has read and is in agreement with this Contract.

Having read the Terms and Conditions and having examined the attached specifications, for the considerations named therein, the Contractor agrees to do the work listed in the Cuyahoga County Lead Remediation Specifications, attached hereto and incorporated herein by reference, at the property address stated above and on the Lead Remediation Specifications, for the lump sum price not to exceed \$_____.

Electronic Signature Clause: By entering into this Contract or by submitting a bid or a proposal, I agree on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, sub grantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring signatures may be executed by electronic means, and that the electronic signatures affixed to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of the Cuyahoga County Board of Health.

FOR THE BOARD:

Approved as to form.

Terrence Allan
Health Commissioner

Thomas P. O’Donnell
Administrative Counsel

Date:_____

Date:_____

FOR THE CONTRACTOR:

Name
Title

Print name
Date:_____

Please initial in the right hand column next to each criteria met

INITIAL

- | | |
|---|----|
| 1 Bidder is in compliance with Ohio's Drug-Free Workplace requirements, including, but not limited to, maintaining a substance abuse policy that its personnel are subject to on the contract (the successful bidder shall provide this policy upon request). | 1 |
| 2 Bidder does not have an Experience Modification Rating greater than 1.5 with respect to the Bureau of Workers Compensation risk assessment rating. | 2 |
| 3 Bidder is in compliance and will remain in compliance with Federal and Ohio Equal Opportunity Employment Laws. | 3 |
| 4 Bidder will pay the prevailing wage rate and comply with other provisions set forth in Sections 4115.03 through 4115.16 of the Ohio Revised Code and Sections 4101:9-4-01 through 4101:9-4-28 of the Ohio Administrative Code, including, but not limited to, the filing of certified payroll reports. | 4 |
| 5 Bidder has not been debarred from public contracts for prevailing wage violations or found or determined by the state to have underpaid the required prevailing wage, whether intentionally or unintentionally, even if settled subsequent to the finding, more than three (3) times in the last ten (10) years, provided that, when aggregating for any single project, no finding of an underpaid amount of less than \$1,000.00 shall be considered, and no single finding based upon a journeyman-to-apprenticeship ratio shall be considered a violation of this provision unless as part of multiple, similar findings. | 5 |
| 6 Bidder has not been penalized or debarred from any federal, state, or local public contract or falsified certified payroll records, or has otherwise been found, after appeals, to have violated the Fair Labor Standards Act in the past seven (7) years, or during the bidders' entire time of doing business, if less than seven (7) years. | 6 |
| 7 Bidder has not had the professional license of any of its employees revoked for malfeasance or misfeasance. | 7 |
| 8 Bidder has not violated any unemployment or workers compensation law during the past five (5) years, or during the bidder's entire time of doing business, if less than five (5) years. | 8 |
| 9 Bidder does not have final, unsatisfied judgments against it which in total amount to 50% or more of the contract amount. | 9 |
| 10 Bidder will utilize, for work performed under the contract, supervisory personnel that have three (3) or more years of experience in the specific trade and who maintain the appropriate state license(s), if any. | 10 |
| 11 Bidder is properly licensed to perform all work as follows: (1) if performing a trades contract, shall be licensed pursuant to Ohio Revised Code Section 4740 as a heating, ventilating, and air conditioning contractor, refrigeration contractor, electrical contractor, plumbing contractor, or hydronics contractor; (2) if performing work regulated under Section 3737.65 of the Ohio Revised Code, be certified by the State Fire Marshall; and (3) if performing work under any other trade, occupation, or profession licensed under Title 47 of the Ohio Revised Code, be licensed for that trade, occupation, or profession as provided in the Ohio Revised Code. If the applicable contract does not involve any of the above-described work, Bidder shall place "N/A" and his/her initials in the box to the right. | 11 |
| 12 Bidder will, if performing a trades contract pursuant to Ohio Revised Code Section 4740, not subcontract more than twenty-five percent (25%) of the labor, excluding materials, for its awarded contract, unless to subcontractors also licensed pursuant to Ohio Revised Code Section 4740 or certified by the State Fire Marshall pursuant to Ohio Revised Code Section 3737.65. If the applicable contract does not involve this type of work, Bidder shall place "N/A" and his/her initials in the box to the right. | 12 |
| 13 Bidder will provide access as needed and allow the Agency of the Inspector General to perform the functions provided for in Section 4.12 of the Contracting Ordinance. | 13 |
| 14 Bidder will require all if its subcontractors, at the time of execution of a subcontract, to make all of the certifications required within this form, except for certification numbers 7, 8, and 10. If the applicable contract does not involve the use of subcontractors, Bidder shall place "N/A" and his/her initials in the box to the right. | 14 |
| 15 Bidder has met and will comply with all provisions of state law relating to ethics. Bidder has also met and will comply with all applicable Cuyahoga County Ordinances, including, but not limited to, the Ethics Ordinance, Inspector General Ordinance and the Contracting Ordinance. | 15 |

Printed Name: _____

Company: _____

Signature: _____

Date: _____

EXHIBIT A

The Contractor shall maintain, at its own expense, throughout the period of the Contract and any extensions thereof, the following minimum insurance coverages of the types and in the amounts described below that are applicable to the scope of work being performed:

- 1. Workers Compensation and Employer's Liability Insurance.** Contractor must carry Workers' Compensation Insurance (including occupational disease) in compliance with Workers' Compensation statutes of any applicable jurisdiction in which the Work is to be performed. For the attainment of Workers Compensation in monopolistic states, including Ohio, coverage must be secured through the state fund. If Contractor is a qualified self-insurer in compliance with the laws of the state, this is also acceptable. A certificate of compliance from the appropriate workers' compensation bureau or board must be provided with the certificate of insurance.
- 2. Employer's Liability Insurance.** Contractor must also carry Employer's Liability Insurance with minimum limits of \$500,000 each accident; \$500,000 for disease (per employee); and \$500,000 for disease (policy limit).
- 3. Commercial General Liability Insurance.** Contractor must carry Commercial General Liability Insurance written on ISO form CG 00 01 10 01 (or its equivalent) with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability coverage shall be maintained for at least two years after completion of Contractor's work performed under this contract. Additional pollution liability insurance for the lead remediation work will be required for not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate for injury to persons or damage to property.
- 4. Commercial Auto Liability Insurance.** Contractor shall carry Commercial Automobile Liability Insurance covering all owned, leased and non-owned vehicles used in connection with the work to be performed under this contract, if any, with limits of not less than \$500,000 combined single limit per accident for bodily injury and property damage.
- 5. Requirements common to all policies.**

 - a.** Contractor shall be solely responsible for reimbursing any deductible amount to the insurer, even if payment is being made on behalf of BOARD as an additional insured on Contractor's policy. Any deductibles or self-insured retentions in excess of \$10,000 must be disclosed and approved in writing by BOARD.
 - b.** Contractor waives all rights of recovery it may otherwise have against BOARD (including its directors, officers, affiliates and employees) to the extent these damages are covered by any of Contractor's insurance policies as required in this contract.
 - c.** All insurance required hereunder shall be placed with insurers that have a minimum A.M. Best's rating of A-/VIII and shall be insurers authorized to do business in the state of Ohio.
 - d.** A certificate(s) of insurance showing that Contractor's insurance coverage is in compliance with the insurance requirements set forth below must be completed by the Contractor's insurance agent, broker, or insurance company, and provided to BOARD. All certificates (other than Ohio workers' compensation) shall provide for thirty (30) days written notice to BOARD prior to cancellation or non-renewal of any insurance referred to therein. The certificate shall reference BOARD's status as an additional insured under both the General Liability and Auto policies.
 - e.** Failure of BOARD to request certificate(s) or other evidence of full compliance with these insurance requirements (or failure of BOARD to identify and/or object to a deficiency in the certificate(s) that is/are provided by Contractor) shall not be construed as a waiver of Contractor's obligations to maintain such insurance. BOARD shall have the right, but not the obligation, to prohibit Contractor from beginning performance under this contract until such certificates or other evidence that insurance has been placed in complete compliance with the above insurance requirements is received and approved by BOARD. Contractor shall provide certified copies of all insurance policies required above within ten (10) days of Contractor request from BOARD.
 - f.** By requiring insurance herein, BOARD does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage limits shall not be deemed as a limitation on Contractor's liability for services provided to or on behalf of BOARD.

CUYAHOGA COUNTY BOARD OF HEALTH

YOUR TRUSTED SOURCE FOR PUBLIC HEALTH INFORMATION

This is a quote request for the following project:

This quote covers all work specified in this document. All labor, materials, services and/or equipment cost necessary for the completion of the work is included in each specified line item.

If a multi-unit, each unit is to have a separate quote. There should also be a listed Total Project Quote. Only one contract will be awarded for the entire project.

This proposed quote is valid for a period of 60 days from the date submitted.

The undersigned, having become thoroughly familiar with the terms and conditions of the specifications, local conditions affecting performance and cost, and having inspected the site, hereby agrees to fully perform the proposed work within the time stated in the contract for the sum of money as detailed below:

Vacant	Vacant Vacant, 216-694-1344	
	14608 Ardenall up, East Cleveland, OH 44112	Total Attachment # 1 \$ _____
Owner Occupied	Joe Lewis, 216-694-1344	
	14608 Ardenall down, East Cleveland, OH 44112	Total Attachment # 2 \$ _____
Vacant	Vacant Vacant, 216-926-7762	
	14608 Ardenall, 3rd Floor, East Cleveland, OH 44112	Total Attachment # 3 \$ _____

Total for all attachments: _____ \$ _____

Owner of Property: (if not indicated above)

For Questions, Please Contact:
Richard Frumkin, Building Rehabilitation Specialist
Phone **216-443-8079**
Cuyahoga County, Department of Development

Contractor Submitting Quote:
Company Name: _____
Address: _____
City, St, Zip: _____
Phone: _____

Authorized Signature: _____ Date: _____

Completed quote shall be emailed to Shelley Sima at ssima@ccbh.net or delivered to the Cuyahoga County Board of Health, 5550 Venture Dr. Parma, prior to close of business on stated due date to be considered.

Board of Health Quote Request

Lead Project Requirements:

Lead Hazard Control Guidelines

Follow all "HUD Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing", found at 24 CFR Parts 35, 36, 37. All lead remediation work shall be supervised by State of Ohio Licensed Lead Abatement Contractors and carried out by State of Ohio Licensed Lead Abatement Workers. The Contractor will not use open flame burning, chemical strippers containing methylene chloride, dry scraping, uncontained hydro blasting or hydro washing, uncontained abrasive blasting, or machine sanding without HEPA attachments or heat stripping above 1100 degrees (F) at any time.

The contractor will dispose of waste resulting from abatement in accordance with all applicable local, state, and federal regulations.

Worker Safety

The Contractor will observe the procedures for worker protection established by the Federal Occupational Safety and Health Administration, including but not limited to:

- 29 CFR 1910 General Industry Standards
- 29 CFR 1910.1025 Lead Standards for General Industry
- 29 CFR 1910.134 Respiratory Protections
- 29 CFR 1910.1200 Hazard Communications
- 29 CFR 1910.245 Specifications for Accident Prevention (Sign and Tags)
- 29 CFR 1926 Construction Industry Standards
- 29 CFR 1926.62 Construction Industry Lead Standard

Notification Requirements

If a conflict, error, omissions, or lack of detailed description is discovered in the specification documents, the contractor shall immediately notify the specification writer and request clarification. The specification writer will make any corrections or interpretations necessary to fulfill the intent of the specifications.

Notify the Cuyahoga County Board of Health of the start date and clearance date 5 days prior to the start date.

Provide copies of Ohio Departments of Health's 3 day online notification.

Building Permit Requirements

All permits or licenses necessary for the new construction or alteration to the structure must be obtained and submitted to the Cuyahoga County Board of Health. Contractors are responsible for obtaining any progress or final inspections from the local building department.

Guarantee

The contractor shall guarantee the work performed for a period of twelve (12) months from the date of final acceptance of all work required by the contract. Any defects that appear within this twelve (12) month period and arise out of defective or improper materials or workmanship shall be corrected and made good by the contractor at contractor expense.

All documentation necessary for manufactures warranties shall be left with the home owner.

All measurements listed in these specifications are estimates and should not be used to base your price on. The contractor is responsible to measure and appropriately price each item listed.

Item	Specification	Quantity/Unit	Total Cost
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Attachment # 1

Lead

1 Lead Project Protocol and Final Clearance:

*HUD Guidelines: All aspects of the job shall follow HUD Guidelines which includes high dust and low dust containment and proper demolition and debris disposal.

*Clearance: The job site must be left clean and must pass final lead clearance inspection by the Cuyahoga County Board of Health. Cleaning performance standards can be found in the HUD Guidelines - Chapter 14, Cleaning: How to do it.

<http://www.hud.gov/offices/lead/lbp/hudguidelines/Ch14.pdf>

*Ground cover: Use ground cover to address bare soil as needed in areas adjacent to lead work unless otherwise specified.

*Furnace Filter replacement: Replace furnace filter with high -particulate pleated filter.

*Paint and Sealant: Coat interior trim and floors as needed to pass clearance. Coat any areas not specifically listed in these specifications as needed to ensure a non-porous surface that will allow for a proper clearance. Colors shall match existing colors and include all areas of the house.

1.00 ea

\$ _____

2 Install Entry Door(s):

Install new pre-hung, factory finished, white fiberglass door with new jam, new casings, new threshold, new trim, new molding and all hardware. Include keyed lock and dead bolt set. The new door shall match existing in size, swing, style and mullion design unless otherwise stated. Examples of acceptable fiberglass doors are (*Therma-tru-Smooth-Star*), (*Jeld-wen-Smooth-Pro*) or (*Weatherking-Smooth*). Other doors must be approved by the Department of Development before installation.

The specification shall be completed in a lead safe manner following HUD Guidelines. Remove old door complete, including threshold, jambs, all casing, and trim. Replace rotted wood and re-frame as needed to accept new door. Install new door and insulate between door jam and framing with fiberglass insulation. Seal as needed using urethane caulk. Prime and paint or coil all exterior casing and trim to match house. Interior casing and trim shall be primed and painted with two coats to match existing. All new exposed wood shall be painted or coiled including threshold.

If multiple doors are being installed in the same unit all locks shall be keyed alike. Contact local building department and pull all necessary permits and obtain inspections as required.

NOTE DOOR BRAND: _____

NOTE DOOR SUPPLIER: _____

One door side "A" front Second floor Porch

1.00 EA

\$ _____

Item	Specification	Quantity/Unit	Total Cost
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Attachment # 1 (continued)

3 Install Vinyl Replacement Windows:

Windows shall be prefabricated and constructed using welded frame and welded sash white on white vinyl. The new window shall be Energy Star rated with insulated 3/4" glass. Screens shall be included on all windows, Double Hung and Sliders shall have 1/2 screens. Both sashes on Double Hung units should have tilt in capability. Unless otherwise specified, all windows shall match existing windows in style and mullion detail.

All windows shall be installed according to the manufacturer's installation instructions and local code authority. In addition, the following special instruction shall be observed: This specification shall be completed in a lead safe manner following HUD Guidelines. Remove and dispose of sash, stop and parting beads. Leave trim intact, retaining casing, interior sill (stool) and apron. Repair and re-frame jamb opening as needed. Remove and replace all rotted wood found. For Double Hung Windows; remove pulley assembly and weights and fill weight cavity with fiberglass insulation. Before window installation, prime jamb opening and apply aluminum coil stock {.019} to the exterior window sill and casing to cover all exposed wood ensuring all seams are back caulked. Coil should extend into window jamb and wrap around exterior window stop so new window will be pressed into coil. Install new window using appropriate fasteners that have been approved by the manufacturer and local building departments. Window shall be centered in opening with no more than 1/4 inch gap to existing jamb. Prime and Paint or stain and seal all interior casing, sills and apron's to match existing. Before leaving ensure window operates and latches properly.

Window installation shall not impede egress through bedroom windows by reducing the open area to less than code requirements. Tempered glass shall be used in all areas as indicated by state and local code authority. All bathrooms shall have privacy glass. Contact local building department and pull all necessary permits and obtain inspections as required.

NOTE WINDOW BRAND: _____

NOTE WINDOW SUPPLIER: _____

Additional Comments

Four windows side "C" second floor

Two windows side "B" second floor

Two windows side "D" second floor

Four windows side "A" second floor

12.00 Each \$ _____

Item	Specification	Quantity/Unit	Total Cost
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Attachment # 1 (continued)

4 Interior Paint Stabilization:

Wet scrape all loose, peeling, blistered, cracked paint. Remove all hooks, nails, brackets, pipes, and unused fixtures and attachments. Re-secure all loose wood prior to painting. Replace all defective and missing materials to ensure a sound surface. Feather edges of remaining paint and sand to a dull gloss with wet sand paper. Caulk and fill holes level to existing surface with acrylic caulk or exterior grade spackling compound. Protect surrounding surfaces from paint spatter. **FULL PRIME**; then paint to hide with acrylic paint.

As Listed:

Additional Comments

Bathroom second floor Door Casing Side B

Bedroom #1 Window Casing

Hall second floor all door casing

1.00 ea \$ _____

Lead Total \$ _____

Total Attachment # 1 \$ _____

Item	Specification	Quantity/Unit	Total Cost
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Attachment # 2

Lead

1 Lead Project Protocol and Final Clearance:

*HUD Guidelines: All aspects of the job shall follow HUD Guidelines which includes high dust and low dust containment and proper demolition and debris disposal.

*Clearance: The job site must be left clean and must pass final lead clearance inspection by the Cuyahoga County Board of Health. Cleaning performance standards can be found in the HUD Guidelines - Chapter 14, Cleaning: How to do it.

<http://www.hud.gov/offices/lead/lbp/hudguidelines/Ch14.pdf>

*Ground cover: Use ground cover to address bare soil as needed in areas adjacent to lead work unless otherwise specified.

*Furnace Filter replacement: Replace furnace filter with high -particulate pleated filter.

*Paint and Sealant: Coat interior trim and floors as needed to pass clearance. Coat any areas not specifically listed in these specifications as needed to ensure a non-porous surface that will allow for a proper clearance. Colors shall match existing colors and include all areas of the house.

1.00 ea \$ _____

2 Interior Paint Stabilization:

Wet scrape all loose, peeling, blistered, cracked paint. Remove all hooks, nails, brackets, pipes, and unused fixtures and attachments. Re-secure all loose wood prior to painting. Replace all defective and missing materials to ensure a sound surface. Feather edges of remaining paint and sand to a dull gloss with wet sand paper. Caulk and fill holes level to existing surface with acrylic caulk or exterior grade spackling compound. Protect surrounding surfaces from paint spatter. **FULL PRIME**; then paint to hide with acrylic paint.

As Listed:

Additional Comments

Basement Closet door (side C)

Bedroom #2 Door Casing (side All) , Window (Side All)

Hall Door casing (side All)

Stairwell to 1st floor rear/ Door Casing (side All),

Stair- Stringer (Side All),

Unlisted (side C) is Milk Chute, Wall-Baseboard (side All),

Wall Casing (Side All), Wall- Wainscoting (Side All)

Stairwell to 2nd floor (Rear) Door-Casing (Side D), Window- Casing (Side C)

1.00 SF \$ _____

Item	Specification	Quantity/Unit	Total Cost
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Attachment # 2 (continued)

3 Install Indoor - Outdoor carpet:

Re-nail all loose wood prior to installation. Replace all defective, missing, and or rotten materials to ensure sound surface. Clean and HEPA vacuum area. Wet scrape any loose or peeling paint stabilize the area. Install 100% high ultra-violet continuous Olefin Filament carpet with a minimum 5-year indoor warranty/ 3-year outdoor warranty.

Install ¼" wood underlayment per HUD standards on porch floor. Prime new wood with appropriate exterior paint and caulk all butt joints and wood ends to prevent moisture penetration.

Install Indoor/Outdoor Carpet per manufacturers instructions.

Install Metal L molding at all exposed edges.

Additional Comments

Front porch side "A" First Floor

26.00 SY

\$ _____

Item	Specification	Quantity/Unit	Total Cost
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Attachment # 2 (continued)

4 Install Vinyl Replacement Windows:

Windows shall be prefabricated and constructed using welded frame and welded sash white on white vinyl. The new window shall be Energy Star rated with insulated 3/4" glass. Screens shall be included on all windows, Double Hung and Sliders shall have 1/2 screens. Both sashes on Double Hung units should have tilt in capability. Unless otherwise specified, all windows shall match existing windows in style and mullion detail.

All windows shall be installed according to the manufacturer's installation instructions and local code authority. In addition, the following special instruction shall be observed: This specification shall be completed in a lead safe manner following HUD Guidelines. Remove and dispose of sash, stop and parting beads. Leave trim intact, retaining casing, interior sill (stool) and apron. Repair and re-frame jamb opening as needed. Remove and replace all rotted wood found. For Double Hung Windows; remove pulley assembly and weights and fill weight cavity with fiberglass insulation. Before window installation, prime jamb opening and apply aluminum coil stock {.019} to the exterior window sill and casing to cover all exposed wood ensuring all seams are back caulked. Coil should extend into window jamb and wrap around exterior window stop so new window will be pressed into coil. Install new window using appropriate fasteners that have been approved by the manufacturer and local building departments. Window shall be centered in opening with no more than 1/4 inch gap to existing jamb. Prime and Paint or stain and seal all interior casing, sills and apron's to match existing. Before leaving ensure window operates and latches properly.

Window installation shall not impede egress through bedroom windows by reducing the open area to less than code requirements. Tempered glass shall be used in all areas as indicated by state and local code authority. All bathrooms shall have privacy glass. Contact local building department and pull all necessary permits and obtain inspections as required.

NOTE WINDOW BRAND: _____

NOTE WINDOW SUPPLIER: _____

Additional Comments

one window side "C" first floor rear
two windows side "B" first floor
two windows side "D" first floor
four windows side "A" first floor

9.00 Each \$ _____

Item	Specification	Quantity/Unit	Total Cost
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Attachment # 2 (continued)

5 Coil stock installation. (House Exterior trim)

Carefully remove gutters. {gutters to be reused, unless stated otherwise} Re-nail all loose wood prior to installation. Repair any areas needed for soundness. Wrap fascia and soffit with Tyvek or similar approved equal house wrap. Wrap to fit, no loose or bunched up material. Use a premium grade tape to seal edges and to hold dust and chips. Cover fascia and soffit area with vinyl soffit and or and or aluminum coil stock {gauge .019} All edges shall be finished with the appropriate trim items with water shedding capabilities. Trim items include but are not limited to stater strips, finish strips, J-channel, F-channel, and corners {inside & out}. Finish nails and caulk to match in color. All materials shall be installed in accordance with manufacturer's recommendations. {Owners choice of available colors}

Additional Comments

All soffits and gable ends
All gutter boards
All trim

1.00 ea \$ _____

6 Install Entry Door(s):

Install new pre-hung, factory finished, white fiberglass door with new jam, new casings, new threshold, new trim, new molding and all hardware. Include keyed lock and dead bolt set. The new door shall match existing in size, swing, style and mullion design unless otherwise stated. Examples of acceptable fiberglass doors are (*Therma-tru-Smooth-Star*), (*Jeld-wen-Smooth-Pro*) or (*Weatherking-Smooth*). Other doors must be approved by the Department of Development before installation.

The specification shall be completed in a lead safe manner following HUD Guidelines. Remove old door complete, including threshold, jambs, all casing, and trim. Replace rotted wood and re-frame as needed to accept new door. Install new door and insulate between door jam and framing with fiberglass insulation. Seal as needed using urethane caulk. Prime and paint or coil all exterior casing and trim to match house. Interior casing and trim shall be primed and painted with two coats to match existing. All new exposed wood shall be painted or coiled including threshold.

If multiple doors are being installed in the same unit all locks shall be keyed alike. Contact local building department and pull all necessary permits and obtain inspections as required.

NOTE DOOR BRAND: _____

NOTE DOOR SUPPLIER: _____

Additional Comments

Two doors front side "A" first floor

2.00 EA \$ _____

Item	Specification	Quantity/Unit	Total Cost
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Attachment # 2 (continued)

7 Aluminum Siding

Re-nail all loose wood prior to installation. Replace all defective, missing and/ or rotten materials to ensure sound weather-tight installation.

All areas to be covered with Tyvek house wrap or an approved equal. Wrap to fit, no loose or bunched up material. Tape all seams to hold dust and chips. House wrap material must be secured at all points. Application must prevent dust and chips from fall out. Overlap seams bottom over top. Install fanfold insulation over existing siding. Install new siding and accessories over existing siding areas. Install vinyl or aluminum to all wood areas unless otherwise stated, including eaves, fascia, window lintels,sills and frames, porch ceiling, banisters, support columns and caps. Installation shall be in accordance with manufacture's recommendation. Trim items include but are not limited to starter strip, finish strip, J-channel, F-channel, and corners (inside and outside). Owner has choice of available colors.

Additional Comments

Gable peak side "A" Front

1.00 ea \$ _____

Lead Total \$ _____

Total Attachment # 2 \$ _____

Item	Specification	Quantity/Unit	Total Cost
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Attachment # 3

Lead

1 Lead Project Protocol and Final Clearance:

*HUD Guidelines: All aspects of the job shall follow HUD Guidelines which includes high dust and low dust containment and proper demolition and debris disposal.

*Clearance: The job site must be left clean and must pass final lead clearance inspection by the Cuyahoga County Board of Health. Cleaning performance standards can be found in the HUD Guidelines - Chapter 14, Cleaning: How to do it.

<http://www.hud.gov/offices/lead/lbp/hudguidelines/Ch14.pdf>

*Ground cover: Use ground cover to address bare soil as needed in areas adjacent to lead work unless otherwise specified.

*Furnace Filter replacement: Replace furnace filter with high -particulate pleated filter.

*Paint and Sealant: Coat interior trim and floors as needed to pass clearance. Coat any areas not specifically listed in these specifications as needed to ensure a non-porous surface that will allow for a proper clearance. Colors shall match existing colors and include all areas of the house.

1.00 ea \$ _____

2 Porch- repair ceiling

Renail and secure any loose framing. Replace damaged and missing material to match existing. Prime for painting with an approved sealer.

Additional Comments

Front porch

1.00 ea \$ _____

Lead Total \$ _____

Item	Specification	Quantity/Unit	Total Cost
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Attachment # 3 (continued)

Healthy Homes

3 Install Indoor - Outdoor carpet:

Re-nail all loose wood prior to installation. Replace all defective, missing, and or rotten materials to ensure sound surface. Clean and HEPA vacuum area. Wet scrape any loose or peeling paint stabilize the area. Install 100% high ultra-violet continuous Olefin Filament carpet with a minimum 5-year indoor warranty/ 3-year outdoor warranty.

Install 1/2" plywood underlayment per HUD standards on porch floor. Prime new wood with appropriate exterior paint and caulk all butt joints and wood ends to prevent moisture penetration. Install Indoor/Outdoor Carpet per manufacturers instructions. Install Metal L molding at all exposed edges.

Additional Comments

Second floor porch floor

Pull up existing plywood and repair any rotted and damaged wood

27.00 SY \$ _____

4 Install Splashblock :

Install precast concrete splashblock. Pitch four feet away from house.

Additional Comments

install at all four corners

4.00 NO \$ _____

5 Replace Gutters and downspouts:

Remove old gutters and downspouts, replace with new 5" K style seamless aluminum gutters with baked enamel finish. Install new downspouts.

1.00 ea \$ _____

6 Carbon Monoxide - Smoke Detector

Install new battery operated combination Carbon Monoxide - Smoke Detector per manufacturer specifications.

Locate on ceiling adjacent to bedrooms.

Additional Comments

one on each floor

3.00 EA \$ _____

Item	Specification	Quantity/Unit	Total Cost
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Attachment # 3 (continued)

7 Install new Handrail:

Install new stock fir handrail complete with brass plated hanging hardware with a minimum off three (3) spaced not more than 5' apart and all ends returned and/or terminate into wall, newel post or safety terminal. Finish or paint to owners preference. If removal of old hardware leaves holes in wall or wall damaged, repair damage and spot prime.

Additional Comments

Front steps

1.00 ea \$ _____

8 Porch - Repair iron railing

Install railing base with rust resistant hardware. Owners choice of available colors.

Additional Comments

Second floor railing

1.00 ea \$ _____

9 REPLACE EXISTING ELECTRIC PANEL(S)

**INSTALL 100 amp UL Approved Service Panel:
INSTALL new mast and meter base piped to panel**

Panel box to be 30 space minimum

Install one G.F.C.I. at panel

Identify, separate and label all circuits

Include grounding and bonding per current National Electrical Code.

All WORK MUST MEET CURRENT NATIONAL ELECTRICAL CODE STANDARDS

Contractor to Pull all permits(no homeowner permits)

Provide approved close-out to county

CONTRACTOR RESPONSIBILITIES:

Notify inspector of any additional electrical hazards

Additional Comments

one box for first floor

one box for second and third floor

2.00 EA \$ _____

Healthy Homes Total \$ _____

Total Attachment # 3 \$ _____