



**REQUEST FOR QUOTES
SCHEDULE AND INSTRUCTIONS**

**CINCINNATI METROPOLITAN HOUSING AUTHORITY
REQUEST FOR QUOTES (RFQ) No.
PROJECT MANUAL**

2025-9071

423 Clark St. - Lead paint removal

DATE ISSUED	August 26, 2025
NON-MANDATORY SITE VISIT/WALK THROUGH	September 3, 2025 @ 9:30 am
LAST DATE FOR QUESTIONS	September 5, 2025 Questions shall be submitted in writing to recd@cintimha.com . Responses to questions will be posted as an addendum to the website along with the other solicitation documents.
PROPOSAL SUBMITTAL RETURN & DEADLINE	September 11, 2025 @ 10:00 am Hard Copy Quotes must be delivered to: Cincinnati Metropolitan Housing Authority 1627 Western Ave. Cincinnati OH 45214
WHAT TO SUBMIT	Quote Package MUST include the following documents: 1. Quote Form, 2. Disclosure of Lobbying Activities,
NOTICE OF INTENT TO SUBMIT	It is suggested that interested companies submit a Notice of Intent to submit a proposal to recd@cintimha.com . By indicating your intent to submit a proposal you will receive notice of any addenda posted.
CONSTRUCTION TIME	30 Calendar days from the date stated in the “Notice to Proceed”

CMHA Reserves the right to modify this schedule at its discretion.



REQUEST FOR QUOTES CONDITIONS OF THE SOLICITATION

1. In 2012, CMHA established its Gold Performance Standards which consist of the principles and values by which the Agency performs and how our partners, vendors, contractors and consultants are measured.

The Gold Performance Standards are: Respect, Timely, Exceptional, Initiative, Excellent, Quality, Accurate, Integrity, Value, Creativity, Accountability and Professionalism.

It is CMHA's intent to procure Contractors that share these standards and can clearly demonstrate the services they can provide CMHA that no other contractor can offer. It's very imperative that our partners, vendors, contractors and consultants abide by these standards that has been establish.

2. The Contractor shall hold the offer for 90 days after Bid Due Date
3. Only the documents stated on the Solicitation as required will be evaluated. DO NOT include additional documents like, but not limited to: references, licenses, curriculum vitae, previous job pictures. Submitting additional documents may cause the proposal to be unresponsive.
4. This project is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Preference may be given in accordance with 24 CFR 135 and the CMHA procurement policy.
5. The Prevailing Wages shall be paid for a legal day's work to laborers, workmen or mechanics engaged in work under this Contract, at the site of the Project, in the trade or occupation listed.
6. The Authority reserves the right to reject and not consider any proposal that does not meet the requirements of this Solicitation, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services, proposals deemed non-responsive, respondents deemed not responsible, and conditional proposals.
7. The responsibility for submitting a response to this request at the designated office of the Cincinnati Metropolitan Housing Authority on or before the stated time and date will be solely and strictly of the Proposer. The Authority will in no way be responsible for the delays caused by the delivery manner chosen by the respondent or caused by any other occurrence.

END OF CONDITIONS



REQUEST FOR QUOTES INDEX

SECTION	PAGE
1. <u>Schedule and Instructions</u>	<u>1</u>
2. <u>Conditions of the Solicitation</u>	<u>2</u>
3. <u>Index</u>	<u>3</u>
4. <u>Quote Form <i>Sign and Return.</i></u>	<u>4</u>
5. <u>Disclosure of Lobbying Activities <i>Sign and Return.</i></u>	<u>9</u>
6. <u>Form HUD-5370 EZ General Contract Conditions</u>	<u>10</u>
7. <u>MBE/WBE Participation Report</u>	<u>17</u>
8. <u>Section 3 (S3) Residents and Business Concerns</u>	<u>18</u>
9. <u>Prevailing Wages Clause</u>	<u>22</u>
10. <u>Scope of Work</u>	<u>24</u>
11. <u>Wage Determination Rates</u>	<u>Attachment 1</u>

END OF INDEX



REQUEST FOR QUOTES
QUOTE FORM

423 Clark St. - Lead paint removal

RFQ No. 2025-9071 PROPOSAL

TO THE CINCINNATI METROPOLITAN HOUSING AUTHORITY (CMHA)

In submitting this proposal, _____ understands that the right is reserved by the Cincinnati Metropolitan Housing Authority to reject any and all Proposals. If written notice of the acceptance of this proposal is mailed, telegraphed or delivered to the undersigned within 90 days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond and insurance certifications no later than 10 days after the "Notice of Intent".

1. Total Proposal Amount (TPA)

The base proposal (Valid for 90 days after Proposal Due Date) to include all work indicated, administrative costs and Addendums, is

Figure _____

Dollars.

Words _____

Note: The Total Proposal Amount shall be shown in both words and figures; in case of discrepancy, the amount in words shall govern. To be valid proposal, the Fee Submission Form must be filled out in its entirety with all certifications and affidavits. It must be submitted with and is part of the Proposal Packet.

Work under this Contract will begin immediately upon the successful Contractor's receipt of a "Notice to Proceed" from CMHA. The "Notice to Proceed" will follow the completion of an executed contract.

2. Acknowledgment's

I acknowledge receipt and acceptance of the following:

- | | |
|---|---|
| <input type="checkbox"/> Scope of Work | <input type="checkbox"/> Wage Determination Rates |
| <input type="checkbox"/> General Contract Conditions HUD-5370 | <input type="checkbox"/> Addendum No. Dated: |
| <input type="checkbox"/> MBE/WBE Participation Report | <input type="checkbox"/> Addendum No. Dated: |
| <input type="checkbox"/> S3 Residents and Business Concerns | <input type="checkbox"/> Addendum No. Dated: |
| <input type="checkbox"/> Prevailing Wages Clause | |

3. Basis of Contract Award

CMHA intends to award this Purchase Order to the responsible bidder submitting the Lowest Responsive Quote complying with these Public Bid Specifications, Drawings and Addenda, if any, provided the Contractor's, proposal is reasonable and it is in the best interest of CMHA to accept it.



REQUEST FOR QUOTES QUOTE FORM

4. Contract Time

The contract performance period from the “Notice to Proceed” until Substantial Completion, will be
30 Calendar Days.

5. Unit Costs

Unit costs shall be inclusive of materials, labor, overhead and profit. The unit prices offered will be used to increase or decrease the Total Contract Amount based on the existing conditions determined by the Owner at the time of construction of any given building. No unit prices may be used without the written permission of the Owner. CMHA has the right to reject any proposal, which indicates an unbalanced proposal or prices not realistic for the work.

6. Minority Business Enterprise (MBE) & Women Business Enterprise (WBE)

The contractor agrees to make its best effort to expend at least 20% of the total dollar amount of the Contract on Minority Business Enterprises (MBE), an entity with at least 51% ownership interest by a minority in business), and at least 5% of the Contract to a Women Business Enterprises (WBE), an entity with a least 51% ownership interest by a woman in business.

Prior to award of Contract, the Contractor will submit documents in support of its best efforts to achieve the above stated MBE/WBE participation. Best efforts may be established by documenting that the Contractor:

- Has made efforts to identify appropriate MBE/WBE contractors through community contacts or MBE and WBE associations.
- Has contacted CMHA’s Economic Inclusion Coordinator to help identify potential
- MBE/WBE companies appropriate for the project.
- Has contacted and solicited proposals/Proposals from selected MBE/WBE companies.

Contractors agrees to promptly complete and return all required reports confirming MBE/WBE participation, including Proposed, Amended, and Final MBE/WBE Participation Forms. If requested by CMHA, Contractor agrees to submit proof of payment made to each MBE/WBE subcontractor listed on the MBE/WBE Participation Report.

Request for complete or partial waiver of the contractor’s MBE/WBE participation goals must be made in writing, stating all details in the request, the circumstances, and all relevant information. The request must be accompanied by a record of all efforts taken by the Bidder/Bidder to locate MBE/WBEs, solicit MBE/WBEs, seek assistance from CMHA’s Economic Inclusion Coordinator, or seek help from other community/business resources or technical assistance agencies. CMHA will respond in writing to the Waiver Request within five (5) business days upon receipt.

7. Section 3 Certification of Preference

Please note that a contract with Cincinnati Metropolitan Housing Authority is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended and to the Section 3 Action Plan submitted with the proposal for this project.



REQUEST FOR QUOTES QUOTE FORM

Type of Business (check all that apply)

- | | | | |
|--------------------------------------|--------------------------------------|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> LLC | <input type="checkbox"/> MBE | <input type="checkbox"/> WBE | <input type="checkbox"/> |

You self-certify that your business is, documented within the last six months a Section 3 Business Concern based on one of the below eligibility criteria's. (Check the one that qualifies your business):

- ☐ **Category 1:** 51 percent or more owned and controlled by low- or very low-income persons (based on household income under HUD-income limits)
- ☐ **Category 2:** 75 percent or more of the business labor hours to perform the business are performed by low-very low-income persons
- ☐ **Category 3:** 51 percent owned and controlled by current residents of public housing or Section 8-assisted housing.
- ☐ My business does not meet the Section 3 eligibility criteria and wishes to forgo Section 3 preferences in the awarding of this contract, but understand that we are still responsible for meeting Section 3 compliance.

8. Section 3 – Action Plan

Please check any and all efforts from the below mentioned categories that your company will utilize to:

- ☐ recruit, solicit, encourage, facilitate and hire Section 3 Workers when new hiring/training opportunities are generated through the awarding of the contract.
- ☐ recruit, solicit, encourage, facilitate and Subcontract with Section 3 Business Concerns when new subcontracting opportunities are generated through the awarding of the contract.

Your acknowledgment is still needed, so please check accordingly. The Section 3 Action Plan is subject to audit at any time during the awarding of the contract through the duration of the contract by the Section 3 Compliance Coordinator

You are required to provide opportunities to “the greatest extent feasible” in order to comply with the requirements of Section 3. In the event that you are not able to hire/train and/or contract with Section 3 Residents and/or Section 3 Business Concerns, you will be required to document why you were unable to meet the numerical goals.

a. Opportunities Strategies - Hiring / Training

- **Mandatory** Commit that the company and/or subcontractors as a result of the contract, 25% of the labor hours will be Section 3 Workers.
- **Mandatory** Contact the CMHA Section 3 Compliance Coordinator regarding employment and training opportunities.
- **Mandatory** Provide the CMHA Section 3 Compliance Coordinator with a monthly report listing all employment and training opportunities.
- **Mandatory** Post notice (placards) at the worksite where the work is being done, indicating any employment and training opportunities
- Facilitate or co-facilitate Hiring Halls within close proximity to where the work is being done for Section 3 Workers and Tags.



REQUEST FOR QUOTES QUOTE FORM

- Contact/Meet with Resident Associations informing them of new training and employment opportunities.
- Advertise new training and employment opportunities in community and diversity newspapers/websites.
- Sponsor or participate in job informational meetings or job fairs in the neighborhood or service area of the Section 3 covered project.
- Establish an internal training program (pre-apprenticeship) that is consistent with Dept. of Labor requirements to provide Section 3 Workers with the opportunity to learn skills and job requirements.
- Distribute flyers to CMHA owned sites indicating the number and types of jobs that will be offered with contact information.
- Maintain a file of eligible qualified Section 3 Workers and Targeted Section 3 Workers for future employment opportunities.
- Incorporate into contract (after selection of Bidders but prior to the execution of contracts), a negotiated provision for a specific number of Section 3 Workers to be trained and/or employed during the contract.
- Other: _____

b. Opportunities Strategies - Subcontracting

- **Mandatory** Contact the CMHA Section 3 Compliance Coordinator regarding all new subcontracting opportunities.
- **Mandatory** Provide the CMHA Section 3 Compliance Coordinator with a monthly report listing all subcontracting opportunities.
- Advertise new contracting opportunities in community and diversity newspapers/websites.
- Maintain a file of eligible qualified Section 3 Business Concerns for future contracting opportunities.
- Incorporate into contract (after selection of Bidders but prior to the execution of contracts), a negotiated provision for a specific amount of work to be contracted with Section 3 Business Concern(s) during the contract.
- Sponsor or participate in minority, women, small business expositions and or conferences in the Cincinnati, Ohio area to network and promote contracting opportunities with Section 3 Business Concern
- Outreach to business assistance agencies, minority contracting associations, community organizations, to network and promote contracting opportunities with Section 3 Business Concerns.
- Contact/Meet with Resident Associations informing them of new contracting opportunities.
- Outreach to trade/labor organizations to network and promote contracting opportunities with Section 3 Business Concerns.
- Host/Facilitate workshops geared to Section 3 Business concerns on contracting procedures and opportunities.
- Become an active mentor to Section 3 Business Concerns.
- Other: _____



REQUEST FOR QUOTES QUOTE FORM

The undersigned is familiar with the local conditions, regulations and codes affecting the cost of the work, and with the Drawings and Specifications, issued and Addenda, if any thereto.

The penalty for making false statements in any offer is prescribed in 19 U.S.C. 1001.

FILL WITH LEGIBLE BLOCK LETTERS

Legal Business Name: _____

DBA Name (If Applicable): _____

Business Address: _____

City, State, Zip: _____

Fed. Tax ID: _____

Business SAM.gov Unique Entity ID: _____

Email / Ph. No.: _____

Signature: _____

Name: _____

Title: _____

Direct to Section3@cintimha.com any questions regarding CMHA's:

- MBE/WBE Program
- Section 3 Business Concerns

For CMHA use only – Do not write below the line

Responsiveness Check List

- ☐ Bid Form
- ☐ Disclosure of Lobbying Activities Affidavit

Initials / Date _____



**REQUEST FOR QUOTES
DISCLOSURE OF LOBBYING ACTIVITIES**

CERTIFICATION

FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Fill with legible block letters

Signature: _____

Name: _____

Title: _____

Date: _____

Covered Action: _____

Type and identify program, project or activity

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 11/30/2023)

See Page 7 for Burden Statement

Applicability. The following contract clauses are applicable and must be inserted into **small construction/development contracts, greater than \$2,000 but not more than \$250,000.**

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if —
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract.

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ 1,000,000 [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$1,000,000[Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) PHA-furnished facilities, equipment, materials, services, or site; or,

(4) Directing the acceleration in the performance of the work (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) Many change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(X) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract

(e) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Energy Efficiency

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

12. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 75)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in

a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
- (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; **provided**, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) Withholding of Funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and Basic Records.

- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of

the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(1) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 7575. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in so licitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.



**REQUEST FOR QUOTES
MBE / WBE PARTICIPATION REPORT**

PARTICIPATION REPORT

MINORITY BUSINESS ENTERPRISE (MBE) WOMEN BUSINESS ENTERPRISE (WBE)

Contract / PO#: _____

Please list below the names of all firmly committed MBE and WBE subcontractors that will work on the project, their MBE/WBE Status, the dollar amount, and the percentage of total contract amount that will be performed by the entities. The MBE/WBE participation can include subcontracts or purchases of services, materials and supplies directly related to the contract.

(Please check one) _____ Proposed _____ Amended _____ Final

	MBE	WBE	Name of Subcontractor(s)	Contract Amount \$ Amount	% Percentage
1	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ _____	_____ %
2	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ _____	_____ %
3	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ _____	_____ %
4	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ _____	_____ %
5	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ _____	_____ %
6	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ _____	_____ %
7	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ _____	_____ %
8	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ _____	_____ %
9	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ _____	_____ %
10	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ _____	_____ %
11	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ _____	_____ %
12	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ _____	_____ %
Total MBE Dollar Amount and Percentage of Contract				\$ _____	_____ %
Total WBE Dollar Amount and Percentage of Contract				\$ _____	_____ %

Fill with legible block letters

Signature: _____

Contact Person: _____

Company Name: _____

Date: _____



REQUEST FOR QUOTES SECTION 3 RESIDENTS AND BUSINESS CONCERNS

S3 RESIDENTS AND BUSINESS CONCERNS

MINORITY BUSINESS ENTERPRISE (MBE) & WOMEN BUSINESS ENTERPRISE (WBE)

Prospective Business Vendor:

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very low-income residents in connection with projects and activities in their neighborhoods.

Anyone claiming to be a Section 3 Business Concern shall be required, as set forth by procedure, to provide evidence of such status. Section 3 Business Concerns claiming Section 3 Preference status must meet that status at the time the bid, Bid or proposal is submitted to CMHA.

If you need any assistance or help regarding Section 3, feel free to contact us at Section3@cintimha.com

Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notices shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.



REQUEST FOR QUOTES SECTION 3 RESIDENTS AND BUSINESS CONCERNS

- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75.9 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.9
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. In the event of a determination by the Executive Director or his/her designee that the Contractor is not in compliance with the section 3 clause or any rule, regulation, or report submission requirements of the CMHA, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further CMHA contracts for a period of one to three years.
- H. Section 3. The work to be performed under this Agreement is subject to the requirements of Section 3. The Parties agree to comply with HUD's regulations in 24 C.F.R. part 75, which implement Section 3 and hereby certify to the best of their knowledge that they are under no contractual or other impediment that would prevent them from compliance. The Authority shall monitor the Developer's compliance from time to time during the Project. The Developer agrees to require all Subcontractors to the greatest extent feasible to comply with Section 3 and the regulations promulgated in 24 C.F.R. part 75, and agrees to take appropriate action upon a finding that the Subcontractor is in violation of the regulations in 24 C.F.R. part 75. The Developer will not contract with any Subcontractor where the Developer has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.
- I. Number. The Developer agrees to meet the following Section 3 benchmarks of 25/5 (25% Section 3 Total Labor Hours / 5% Targeted Section 3 Total Labor Hours) and the stated percentages when selecting Subcontractors for the Project: (i) at least twenty percent (20%) of the general construction Subcontractors to qualify as a MBE Subcontractor; (ii) at least five percent (5%) of the general construction to qualify as a MBE Subcontractor (iii) at least ten percent (10%) of the construction contract Subcontractors to qualify as Section 3 Subcontractors. Additionally, any hiring or training opportunities generated should be provided to Section 3 and Targeted Section 3 workers to the greatest extent feasible. The list of proposed Subcontractors, including the MBE, WBE and Section 3 Subcontractors, shall be submitted to the Authority for approval prior to the Closing.



REQUEST FOR QUOTES SECTION 3 RESIDENTS AND BUSINESS CONCERNS

- J. CMHA is committed to fostering neighborhood economic improvement and the self-sufficiency of its residents. This is done through taking proactive steps to hire local low-income persons and to award contractors to business that are registered Section 3 businesses. Therefore, CMHA strives to ensure that at least fifteen percent (15%) of all subcontracts are awarded to Section 3 businesses.
- K. In accordance with the findings of the Congress, as stated in section 3, that other economic opportunities offer an effective means of empowering low-income persons, a recipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards, in connection with section 3 covered assistance.
- L. The Developer shall require all Subcontractors to send to each labor organization or representatives of workers with which such Subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Developer's and/or Subcontractor's commitments under Section 3, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. Each Subcontractor shall certify to the Developer that any vacant employment positions, including training positions, that are filled (i) after a Subcontractor is selected but before the relevant contract is executed and (ii) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the Subcontractor's obligations under 24 C.F.R. Part 75 and the Developer shall certify to the Authority that it has obtained all such certifications.
- M. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Assurance of Compliance Training, Employment, and Contracting Opportunities

The project assisted under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170u. Section 3 requires that to the greatest extent feasible, newly created opportunities that are generated by the awarding of this contract be given to:

- Section 3 Workers (25% minimum goal of labor hours) upon their qualifications.
- Section 3 Targeted Workers (5% Minimum of labor hours)

Notwithstanding any other provision of this contract, the applicant shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 75, and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this contract. The



REQUEST FOR QUOTES SECTION 3 RESIDENTS AND BUSINESS CONCERNS

requirements of said regulations include but are not limited to development and implementation of a Section 3 Action Plan/Strategy for utilizing Section 3 Business Concerns; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the “Section 3 Clause” specified by Section 75.9 and 75.17 of the regulations in all contracts for work in connection with the project. The applicant and recipient agency, certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

Compliance with the provision of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application of this contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant, its contractors and subcontractors, its successors, and assigns to the sanctions specified by the contract, and to such sanctions as are specified by 24 CFR Section 75.

Action Plan Submission

The Section 3 Action Plan is a requirement for contracting opportunities with CMHA. The Section 3 Action Plan must indicate/describe the proposed strategies for achieving the Section 3 training and/or employment goals, and subcontracting numerical goals, when and if newly created opportunities are generated upon awarding of contracts. Failure to submit the Section 3 Action plan may jeopardize the proposal/bid up to and including the possibility of said proposal/bid being deemed non-responsive.

Please review and complete the Section 3 Action Plan - Opportunities Strategies in the *Bid*. All Sections need to be completed. This information will help to assist you in formulating your Section 3 Action Plan. You will need to address each question and check the appropriate boxes in regards to how your company will strive to achieve Section 3 Compliance to the “greatest extent feasible”. Please identify individual(s) responsible for planning, implementing and tracking the projects’ Section 3 training, employment and/or contracting goals.



REQUEST FOR QUOTES PREVAILING WAGES CLAUSE

TO THE CINCINNATI METROPOLITAN HOUSING AUTHORITY (CMHA)

In submitting this Bid, I acknowledge that:

- A. The Prevailing Wages shall be paid for a legal day's work to laborers, workmen or mechanics engaged in work under this Contract, at the site of the Project, in the trade or occupation listed.
- B. The Wage Determinations provided shall be closely monitored by the contractor/bidder/Proposer for any modifications until the actual construction work begins locking in the wage determination for the duration of the contract. Wage determinations and modifications can be monitored and obtained at www.wdol.gov. Failure to include the current wage determination will not relieve the contractors of potential wage liabilities.
- C. It shall be the Prime Contractor's responsibility to verify the accuracy of the reported wages, including his subcontractors.
- D. It shall be the Contractors responsibility to be certain that all the classifications needed to accomplish the contract fall underneath one of the classifications listed on the Wage Determination provided in the scope of work.
- E. In the event that a required classification is not listed, a contractor may submit a request for an additional classification. Remember the request is not valid unless the Department of Labor approves it. There will be no justification for an adjustment to a contract price due to an increased wage rate. The contractor should have been aware of any particular skilled trades that were not included in the original wage determination and thus accepted any risk that DOL would "conform" a pay rate higher than what they estimated when they priced their proposal. The contractor is responsible to propose wage/benefit rates that "bear a reasonable relationship" to the other classifications and rates listed on the wage determination.
- F. The following pages are the Prevailing Rates of Wages as ascertained by the State or other Agency for this Project.
- G. Listed below is a checklist of items required for Wage and Hour Compliance.
- H. Remember, prompt correction of deficiencies is essential. Failure to correct in a timely manner will be the withholding of payments on your contract until the deficiencies are corrected.



REQUEST FOR QUOTES PREVAILING WAGES CLAUSE

I. For your convenience listed below is a checklist of items required:

- ☐ Appointment of Paymaster
- ☐ Equal Employment Opportunity Affirmative Action Policy Statement (*EEOAAPS*)
- ☐ Equal Employment Opportunity Compliance Certificate (*EEOCC*)
- ☐ Letter of Understanding
- ☐ General and Subcontractors form (*if applicable*)
- ☐ Employment Utilization Report (*upon completion*)
- ☐ Section 3 Form (*if applicable*)
- ☐ Weekly certified payrolls that include:
 - ☐ Contractor's Name
 - ☐ Contractor's Address
 - ☐ Payroll #
 - ☐ Week Ending Date
 - ☐ Project and Location
 - ☐ Contract or Purchase Order No.
 - ☐ Name of Employee
 - ☐ Social Security Number
 - ☐ Address of Employee
 - ☐ No. of Exemptions
 - ☐ Work Classification
 - ☐ Calendar Days
 - ☐ Hours Worked
 - ☐ Total Hours
 - ☐ Rate of Pay
 - ☐ Gross Amount Earned
 - ☐ Taxes or Write 1099 across columns if employee files his own taxes
 - ☐ Statement of Compliance (back page of the payroll sheet)
 - ☐ One of the boxes checked indicating if fringes benefits are paid in cash or approved program
 - ☐ Contract's Signature Certifying Payroll

Fill with legible block letters

Signature: _____

Contact Person: _____

Company Name: _____

Date: _____



REQUEST FOR BIDS SCOPE OF WORK

PART 1 ADMINISTRATIVE

1.1 GENERAL

A. Gold Standard

In 2012, CMHA established its Gold Performance Standards which consist of the principles and values by which the Agency performs and how our partners, vendors, contractors and consultants are measured.

The Gold Performance Standards are: Respect, Timely, Exceptional, Initiative, Excellent, Quality, Accurate, Integrity, Value, Creativity, Accountability and Professionalism. It's very imperative that our partners, vendors, contractors and consultants abide by these standards that has been establish.

B. CMHA's Vendor Registration

1. The Contractor shall register as a CMHA's Vendor if not one already. To complete CMHA's vendor registration packet visit www.cintimha.com under Business Opportunities / Vendor Registration.

C. Prevailing Wages

1. The Contractor is responsible to consider the Prevailing Wage determination. The Attached Wage Determination can be subject to change from the time of contractor walk through to the date the bid is due. Typically, the wage rates are updated/revised/modified on Friday's every week. To monitor the Wage Determination visit: www.wdol.gov

D. Permits

1. The Contractor Shall Obtain all necessary permits for construction activities in accordance with Federal, State and Local Jurisdiction.

E. Existing conditions

1. The contractor shall field verify all existing condition prior to quoting. Contractor is responsible to examine the job conditions and field measurement, distances, elevations, clearances, etc. and base their quote and work on verified conditions. No Change Order will be approved for modifications/alterations required to existing conditions that are

apparent on the drawings and specifications and visible during the walk through.

F. Drawings and Specifications

1. The Contractor is responsible for comprehending the specifications, plans and becoming familiar with the site location and performing/completing all the work in the specifications at high standards in a professional manner.

G. Contract Management

1. The Contractor shall provide a Construction Schedule and all applicable insurances at the Pre-Construction meeting before starting construction.
2. The contractor shall furnish all labor, materials, tools, equipment and devices to complete the work as specified in scope of work.
3. The contractor is responsible pay all utilities during construction ie. electric power, natural gas and water. The contractor shall provide those not available on the property and needed for construction.

H. Site Management

1. The Contractor shall provide the Construction Project Manager and the Property Manager (PM) with 48-hour advance notice prior to the start of work.
2. The Unit will be
☒ vacant during construction. ☐ occupied during construction.
3. The Building will be
☒ vacant during construction. ☐ occupied during construction.
4. Construction working hours are 8:00 a.m. - 4:00 p.m. Monday thru Friday. Weekend work is prohibited if not approved in writing.
5. The Contractor shall coordinate and cooperate with surrounding residents who currently reside in the houses and buildings to minimize conflicts. The contractor is fully responsible for properly securing the house at the end of the work day.
6. The Contractor shall keep areas under construction clean on a daily basis. All un-used construction material shall be removed from site at the end of each work day. The contractor is prohibited from using any dumpsters and/or totters that are on site. The contractor shall clean all areas that are affected by the renovation (i.e. mechanical room,



REQUEST FOR BIDS SCOPE OF WORK

- public walk ways, driveway, etc.)
7. The Contractor shall secure the construction site. The Contractor shall secure and protect all materials, tools and equipment stored on site and all work completed. CMHA assumes no liability for these material, tools and equipment that may become missing and/or damaged and not guarantees that the property's video surveillance captures the incident, if available.
 8. The contractor may store materials, tools and equipment on site if approved in writing and as instructed by the owner.
 9. The contractor shall have at least one person in charge and on site during the duration of the project. This person shall be familiar with the project scope and daily construction activities and other persons in the work area.
 10. The contractor shall maintain all lawns/sites within the area contracted for the duration of the project. Lawns shall be cut a minimum of once every 10 days from March through October. The contractor shall also be responsible for the removal of all rubbish, debris limbs, leaves, etc., within the area.
 11. The Contractor shall coordinate with owner location of barriers and separations as necessary to protect occupied areas from noise, dust or other disruptive activities.
 12. The Contractor shall perform the work with a minimum of disruption by noise, odors, dust or other disruptive causes to owner's normal operations.
 13. The contractor is responsible for any damages that may occur to the existing exterior and interior finish (i.e. landscaping, exterior façade, grass, concrete walks, asphalt/concrete paving, drywall, flooring materials, wall base, wall/door finishes, etc.) during the construction duration.
 14. Protect all adjacent surfaces or finishes during all work. Restore affected surfaces if damaged during construction.
 15. CMHA does not furnish janitorial supplies. However, the contractor is encouraged to contact the CMHA Materials Controls Department or Field Representative to get a list of janitorial products commonly used by CMHA.
 16. The contractor is responsible for all trash and debris in the units, and in the front, sides



REQUEST FOR BIDS SCOPE OF WORK

and rear yards.

I. End of Construction

1. The contractor is to submit an Operation and Maintenance manual at the end of the project, one hard copy and one digital copy in PDF format. The Operation and Maintenance manual shall include manufacturer manual and warranty of all equipment and/or devices used/purchased for this project.
2. The Contractor shall warranty all material and workmanship for a period of one year after acceptance.
3. The contractor shall perform all tests, adjustments, etc. as required by equipment manufacturer.
4. The Contractor shall perform all tests, adjustments, etc. as required on all new installed devices. The equipment and devices are to be 100% operable/functional after installation.

PART 2 CONTRACTOR RESPONSABILITIES

1. The Contractor shall:
 - i. Verify quantities to successfully complete the project.
 - ii. Coordinate with building operations and residents to minimize the interference of day to day activities.
 - iii. Coordinate with building manager location of dumpster.
 - iv. Coordinate with any other contractor working in the building. CMHA has several projects ongoing in this building.
 - v. The contractor or any of its personnel shall not enter any unit, at any time. No exceptions.
 - vi. Smoking is not permitted inside the building or its surrounding areas.
 - vii. Keep all areas clean and free of debris during construction activities and after hours.
 - viii. The contractor, subcontractors, material men, or suppliers shall use only unmanufactured articles, materials, and supplies that have been mined or produced in



REQUEST FOR BIDS SCOPE OF WORK

the United States; and manufactured articles, materials, and supplies that have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured in the United States.

PART 3 MAKE READY PROCEDURES ☐ **APPLY** ☒ **DO NOT APPLY**
3.1 GENERAL (All units expect as noted) ☐ **REFER TO SCOPE OF WORK PART 5**

A. Preparation and Finishing

2. Remove all hangers, hooks, mails, tape, contact paper, wall paper, borders, etc.
3. Remove any obvious imperfections in walls or ceilings.
4. Remove any imperfections around fixtures of any sort and outlets. Do not paint electrical fixtures, switches, outlets or cover plates.
5. Wipe debris off all surfaces. This includes but is not limited to webs, dust, dirt, insect eggs and feces.
6. Paint all walls, ceilings, doors, window sills, trim, etc.
7. Drywall should be prepped for level 4 drywall finish. This will require drywall to be skim coated to provide smooth finish prior to painting.
8. In the kitchen, wash all surfaces of excessive smoke or grease damage. Special care shall be given to cleaning the area behind the range and refrigerator.
9. Properly use drop clothes.
10. Remove excessive debris and dust from heat registers before painting them.
11. Caulk all edges of countertops, window frames, door frames, kitchen cabinets, the base of all walls that connect apartments and public spaces, etc.
12. Cleaning of paint and drywall utensils and tools of any kind are not permitted in the apartment unit(s).
13. The contractor shall inspect all surfaces requiring painting to verify the work has been completed before turning over the unit as PAINTED.
14. Paint to use:
 - i. Primary wall paint: Promar 200 Interior Latex Eggshell, SW 7015
 - ii. Bathroom paint: Promar 200 Interior Latex Semi-Gloss, SW 7015

Scope of Work

423 Clark St. – Lead Paint Removal

- Contractor to provide an Ohio Department of Health Lead Abatement Worker license(s) for those working onsite for this project and must follow the guidelines of the State of Ohio Department of Health.
- Contractor must protect surrounding areas through proper containment and disposal procedures.
- Please review the attached Lead Reports for the exterior and interior of the building.
- Contractor to remove exterior lead paint based on the Long-Term Control Options.
- Once paint is removed, contractor is to get approval/clearance from the Cincinnati Health Dept. (513-426-4662).
- Remove all paint and rust from metal railings & mailboxes and paint as directed below.
- Once the Health Dept approves, contractor is to make repairs to loose and deteriorated wood, fill any voids with DAP Professional Wood Filler, sand as needed, & paint as directed below.
- Railings & paneling to be painted, minimum 2 coats.
 - Railings & Mailboxes – Sherwin Williams, Pro Industrial DTM Acrylic, eggshell
 - SW 2936, Black Emerald
 - Entry way – Sherwin Williams, Duration Exterior Acrylic Latex, semi-gloss
 - Paneling - SW 2863, Powder Blue
 - Panel Trim/Moulding & Door Frame - SW 7674, Peppercorn
- Interior of building to be thoroughly cleaned (both apartments and entry hall/stairs) following the State of Ohio guidelines.
- Once cleaning is complete, the contractor is to get approval/clearance from the Cincinnati Health Dept. (513-426-4662).
- Place a white sticker with numbers 1 & 2 on mailboxes, once painted
- Contractor responsible for any necessary permits to complete work

Lead Based Paint Risk Assessment Report



Performed at:
Private Residence
423 Clark St Apt 2
Cincinnati, OH 45203
Hamilton County

Estimated Date of Construction: 1885

Property Owner Information:

Cincinnati Metropolitan Housing Authority
1635 Western Ave
Cincinnati OH 45214

Prepared By:

Kudakwashe Tshililiwa
Cincinnati Health Department
OH Risk Assessor License LA9687
3301 Beekman St.
Cincinnati, OH 45225
Phone: 513-357-7340 (office) 513-431-3077 (cell)
Fax: 513-357-7205

Signature: _____

Date of Assessment: July 10, 2024

Date of Report: July 18, 2024

TABLE OF CONTENTS

1. Disclosure Requirements for Residential Units
2. Background Information
3. Executive Summary
4. Identifying Information and Purpose of Lead Based Paint Inspection and Lead Risk Assessment
5. Identified Lead Paint Hazards
6. Ongoing Monitoring
7. Disclosure Regulations
8. Conditions and Limitations
9. Site Information and Field Testing Paint
 - a. 8XRF Lead-Based Paint Testing Results
 - b. Interior Dust Sampling Interior Dust Sampling
10. Lead Based Paint Hazard Control Options
11. Appendices
 - a. Appendix A XRF Sample Analytical Data
 - b. Appendix B Dust Wipe Sample Analytical Data
 - c. Appendix C Soil Sample Analytical Data
 - d. Appendix D Site and Floor Plan
 - e. Appendix E Lead Visual Assessment Form
 - f. Appendix F Copy of Risk Assessor's License and Certification
 - g. Appendix G Copy of XRF Training Certificate and Performance Characteristic Sheet
 - h. Appendix H "Lead Speak:" A Brief Glossary
 - i. Appendix I Additional Lead and Lead Safety Resource Data
 - j. Appendix J Resources for Additional Information on Lead-Based Paint and Lead-Based Paint Hazards

DISCLOSURE REQUIREMENTS FOR RESIDENTIAL UNITS

Ohio law (section 5302.30 of the Revised Code) requires every person who intends to transfer any residential real property by sale, land installment contract, lease with option to purchase, exchange, or lease for a term of ninety-nine years and renewable forever, to complete and provide a copy to the prospective transferee of the applicable property disclosure forms, disclosing known hazardous conditions of the property, including lead-based paint hazards.

Federal law (24 CFR part 35 and 40 CFR part 745) requires sellers and lessors of residential units constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six years of age resides or is expected to reside in such housing) or any zero-bedroom dwelling to disclose and provide a copy of this report to new purchasers or lessees before they become obligated under a lease or sales contract. Property owners and sellers are also required to distribute an educational pamphlet approved by the United States environmental protection agency and include standard warning language in sales contracts or in or attached to lease contracts to ensure that parents have the information they need to protect children from lead-based paint hazards.

BACKGROUND INFORMATION

Lead Paint hazards were identified at this dwelling. The painted surfaces that were tested were found to have lead-based paint and in hazardous condition. Dust wipe samples results did not indicate lead in the dust. Soil and water sample results were negative.

The three-story apartment is in an all-brick building. The home has all new windows and a mixture of new doors and old doors. The home is overall in good condition.

EXECUTIVE SUMMARY

Pursuant to sections 3742.35 and 3742.36 of the Ohio Revised Code, on July 10, 2024, a lead inspection and lead risk assessment was conducted at 423 Clark St Apt 2, Cincinnati, OH 45229. As a result of the lead-based paint inspection and lead hazard risk assessment (to be referred to as "Assessment") conducted on July 10, 2024, it was found that Lead-Based Paint (LBP) and LBP hazards were present on the subject property as of the date of the Assessment. The assessment consisted of the following activities:

- ✓ Completion of a questionnaire to determine possible sources of lead;
- ✓ Visual inspection of paint condition;
- ✓ Use of a portable X-ray fluorescence (XRF) analyzer to test for lead in paint; and
- ✓ Collection of environmental lead samples.

Following is a report of the information collected during this Assessment.

IDENTIFYING INFORMATION AND PURPOSE OF ASSESSMENT

An Assessment was conducted at 423 Clark St Apt 2, Cincinnati, OH 45229 on July 10, 2024. The Assessment was conducted by Kudakwashe Tshililiwa, a licensed Lead Inspector and Risk Assessor (Ohio License Number LA9687). The purpose of the Assessment was to identify the presence of lead hazards on surfaces inside and outside the residence and attached or unattached structures located within the same lot line as the residential unit.

IDENTIFIED LEAD PAINT HAZARDS

The XRF results from the paint that was tested showed that LBP hazards exist, as defined in the Residential LBP Hazard Reduction Act of 1992 (Title X) and as defined by the Environmental Protection Agency (EPA) regulation published in the January 5, 2001 Federal Register. The XRF results indicate that lead levels above EPA and/or US Department of Housing and Urban Development (HUD) criteria exist in the following locations:

SUMMARY OF EXISTING LEAD BASED PAINT AND LEAD HAZARDS IDENTIFIED

The following areas are coated with LBP that is *deteriorated* and currently present existing lead-based paint hazards. All component substrates are primarily wood unless otherwise noted in sample collection notes. Long-term and Temporary control options are provided for each paint hazard identified.

Exterior Lead-Based Paint Hazards

Lead Hazard (Side/Component)	Long-term Control Option(s)	Temporary Control Option(s)
Exterior- D- Hall Frame Deteriorated	Long-term Control Option: Removal of the lead-based painted component and replacement with a lead-free component	Temporary Control Option: Paint Stabilization as defined in rule 3701-32-01 of the Administrative Code and a written ongoing maintenance and monitoring schedule
Exterior- A- Hall Frame Deteriorated	Long-term Control Option: Removal of the lead-based painted component and replacement with a lead-free component	Temporary Control Option: Paint Stabilization as defined in rule 3701-32-01 of the Administrative Code and a written ongoing maintenance and monitoring schedule
Exterior- A- Hall Frame Deteriorated	Long-term Control Option: Removal of the lead-based painted component and replacement with a lead-free component	Temporary Control Option: Paint Stabilization as defined in rule 3701-32-01 of the Administrative Code and a written ongoing maintenance and monitoring schedule

Lead Hazard (Side/Component)	Long-term Control Option(s)	Temporary Control Option(s)
Exterior- A- Door Frame Deteriorated	Long-term Control Option: Removal of the lead-based painted component and replacement with a lead-free component	Temporary Control Option: Paint Stabilization as defined in rule 3701-32-01 of the Administrative Code and a written ongoing maintenance and monitoring schedule
Exterior- A- Door Jamb Friction Impact	Removal of the lead-based painted component and replacement with a lead-free component	Long-term Control Option: Paint removal by separation of the lead-based paint from the substrate; Document stripped surface before repainting
Exterior- A- Porch Railing Deteriorated	Long-term Control Option: Paint removal by separation of the lead-based paint from the substrate; Document stripped surface before repainting	Temporary Control Option: Paint Stabilization as defined in rule 3701-32-01 of the Administrative Code and a written ongoing maintenance and monitoring schedule

Hazard control options for the components identified as containing LBP and that represent current lead-based paint hazards are included. In an effort to aid in the interpretation of the listed findings a glossary of terms and a list of publications and resources addressing lead hazards and their health effects are included at the end of this report.

A listing of environmental sampling locations and their associated lead contamination levels can be found in the sections addressing the analytical laboratory results for paint, dust, soil, paint chip and water.

ONGOING MONITORING

On-going monitoring will be necessary in this property since lead-based paint (LBP) is present. When LBP is present, the potential exists for LBP hazards to develop. Hazards can develop by means such as, but not limited to: the failure of lead hazard control measures; previously intact LBP becoming deteriorated; dangerous levels of lead-in-dust (dust lead) re-accumulating through friction, impact, and deterioration of paint; or, through the introduction of contaminated exterior dust and soil into the interior of the structure. Ongoing monitoring typically includes two different activities: re-evaluation and annual visual assessments. A re-evaluation is a risk assessment that includes limited soil and dust sampling and a visual evaluation of paint films and any existing lead hazard controls. Re-evaluations are supplemented with visual assessments by the property owner, which should be conducted at least once a year, when the property owner or its management agent (if the housing is rented in the future) receives complaints from residents about deteriorated paint

or other potential lead hazards, when the residence (or if, in the future, the house will have more than one dwelling unit, any unit that turns over or becomes vacant), or when significant damage occurs that could affect the integrity of hazard control treatments (e.g., flooding, vandalism, fire). The visual assessment should cover the dwelling unit (if, in the future, the housing will have more than one dwelling unit, each unit and each common area used by residents), exterior painted surfaces, and ground cover (if control of soil-lead hazards is required or recommended). Visual assessments should confirm that all paint with known LBP is not deteriorating, that lead hazard control methods have not failed, and that structural problems do not threaten the integrity of any remaining known or suspected LBP.

Visual assessments do not replace the need for professional re-evaluations by a certified risk assessor. The re-evaluation should include:

1. A review of prior reports to determine where lead-based paint and lead-based paint hazards have been found, what controls were done, and when these findings and controls happened;
2. A visual assessment to identify deteriorated paint, failures of previous hazard controls, visible dust and debris, and bare soil;
3. Environmental testing for lead in dust, newly deteriorated paint, and newly bare soil; and
4. A report describing the findings of the reevaluation, including the location of any lead-based paint hazards, the location of any failures of previous hazard controls, and, as needed, acceptable options for the control of hazards, the repair of previous controls, and modification of monitoring and maintenance practices.

The first reevaluation should be conducted no later than two years after completion of hazard controls, or, if specific controls or treatments are not conducted, two years from the beginning of ongoing lead-based paint monitoring and maintenance activities. Subsequent reevaluations should be conducted at intervals of two years, plus or minus 60 days. If two consecutive reevaluations are conducted two years apart without finding a lead-based paint hazard, reevaluation may be discontinued.

Please refer to your community development agency, housing authority, or other applicable agency for additional local/regional regulations and guidelines governing re-evaluation activities.

DISCLOSURE REGULATIONS

A copy of this complete report must be made available to new lessees (tenants) and must be provided to purchasers of this property under Federal law before they become obligated under any future lease or sales contract transactions (Section 1018 of Title X – found in 24 CFR Part 35 and 40 CFR Part 745), until the demolition of this property. Landlords (Lessors) and/or sellers are also required to distribute an educational pamphlet developed by the EPA entitled “Protect Your Family from Lead in Your Home” and include standard warning language in their leases or sales contracts to ensure that parents have the information they need to protect their children from LBP hazards.

CONDITIONS & LIMITATIONS

Staff of the Cincinnati Health Department has performed the tasks listed above in a thorough and professional manner consistent with commonly accepted standard industry practices, using state of the art practices and best available known technology, as of the date of the assessment. The Cincinnati Health Department cannot guarantee and does not warrant that this Assessment has identified all adverse environmental factors and/or conditions affecting the subject property on the date of the Assessment. The Cincinnati Health Department cannot and will not warrant that the Assessment will satisfy the dictates of, or provide a legal defense in connection with, any environmental laws or regulations. It is the responsibility of the property owner subject to this assessment to know and abide by all applicable laws, regulations, and standards, including EPA's Renovation, Repair and Painting regulation.

The results reported and conclusions reached by the Cincinnati Health Department are solely for the benefit of the owner. The results and opinions in this report, based solely upon the conditions found on the property as of the date of the Assessment, will be valid only as of the date of the Assessment. The Cincinnati Health Department assumes no obligation to advise the owner of any changes in any real or potential lead hazards at this residence and on attached and unattached structures located within the same lot line as the residence that may or may not be later brought to our attention. Further conditions and limitations to this contracted report are included in the general terms and conditions supplied to the owner with the contract for services.

SITE INFORMATION AND FIELD TESTING

PAINT SAMPLING AND TESTING

LBP testing, conforming with the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing and the OHHLHC Lead Based Paint Hazard Control Program guidelines, was completed at this residence. No paint chip samples were taken. On July 10, 2024, a total of ten tests (assays) were taken on surfaces inside of the residence and on attached and unattached structures located within the same lot line of the residence using an X-ray fluorescence analyzer. Lead concentrations that meet or exceed the HUD published levels identified as being potentially dangerous (e. g., greater than or equal to 1.0 milligrams per centimeter square [$\geq 1.0 \text{ mg/cm}^2$]) were encountered.

Some of the remaining test locations exhibited lead levels below the EPA/HUD limits, but in great enough quantities to be detectable by our XRF analyzer. These components will have a NEGATIVE notation in the XRF report results but may read $>0 \text{ mg/cm}^2$. It should be noted that lead concentrations (in paint) that are less than the levels that identify a surface coating as LBP still have the potential of causing lead poisoning. Should these LBP painted components and/or surfaces be disturbed in any manner that generates dust, extreme care must be taken to limit its spread. Lead Safe Work Practices are always recommended.

Equipment Information

XRF Manufacturer:
Heuresis
Model: Pb200i
Serial Number: 1129
Mode of Operation:
Test Mode
Date of Radioactive Source: December 1 2015

XRF Calibration Checks

Reading	Mode of Operation	Standard Used	Result (mg/cm ²)
Initial 1st	Test Mode	NIST Lead Paint Film Standard, SRM 2579 Level III, 1.02 mg/cm ²	1.1
Initial 2nd	Test Mode	NIST Lead Paint Film Standard, SRM 2579 Level III, 1.02 mg/cm ²	1.3
Initial 3rd	Test Mode	NIST Lead Paint Film Standard, SRM 2579 Level III, 1.02 mg/cm ²	1.1
Average	Test Mode	NIST Lead Paint Film Standard, SRM 2579 Level III, 1.02 mg/cm ²	1.2
Final 1 st	Test Mode	NIST Lead Paint Film Standard, SRM 2579 Level III, 1.02 mg/cm ²	1.3
Final 2 nd	Test Mode	NIST Lead Paint Film Standard, SRM 2579 Level III, 1.02 mg/cm ²	1.2
Final 3 rd	Test Mode	NIST Lead Paint Film Standard, SRM 2579 Level III, 1.02 mg/cm ²	1.3
Average	Test Mode	NIST Lead Paint Film Standard, SRM 2579 Level III, 1.02 mg/cm ²	1.3

XRF Lead-Based Paint Testing Results

Full XRF results can be found in *Appendix A – XRF Sample Analytical Data*.

INTERIOR DUST SAMPLING

Dust samples must be collected from a windowsill and floor area in all rooms of the housing unit where young children will come into contact with dust. A sample at the principal entryway must also be collected. A minimum of nine (9) samples should be collected. A total of ten dust wipe samples were collected in an effort to help to determine the levels of lead-containing dust on the interior windowsills and floors. These samples were collected from areas most likely to be lead contaminated if lead-in-dust is present. These samples were collected in accordance with the requirements of ASTM Standard E-1728, Standard Practice for Field Collection of Settled Dust Samples Using Wipe Sampling Methods for Lead Determination by Atomic Spectrometry Techniques. In accordance with this standard, a field blank was also collected (sample 10, Den, FW, A).

EPA, HUD and State of Ohio regulations define the following as hazardous levels for lead dust in residences: interior floors – $\geq 10 \mu\text{g}/\text{ft}^2$ (micrograms per square foot); exterior floors – $\geq 40 \mu\text{g}/\text{ft}^2$; and interior windowsills – $\geq 100 \mu\text{g}/\text{ft}^2$. There is no EPA dust-lead hazard standard for window troughs. Please refer to *Appendix B – Dust Wipe Analytical Results* for the laboratory reports and to *Appendix I – Additional Lead and Lead Safety Resource Data* for a list of publications and resources addressing lead hazards and their health effects; both are located at the end of this report. As indicated below, a hazardous level of lead dust, as defined by EPA and HUD, was detected in 5 sample(s). Testing data in **bold** indicates dust lead levels at or above the EPA Hazardous Levels of Lead regulations that were published on December 1, 2021.

Interior Dust Sampling Results

Sample	Location	Component	Sample Area (ft ²)	Results (μg/ft ²)	Control Option(s)
001	Entry	Floor- Side A	12 x 12	20.3	Specialized Cleaning
2	Living Room	Floor Tile- Side A	12 x 12	10.9	Specialized Cleaning
3	Living Room	Window Sill- Side A	4 x 32	82.7	
4	Dining Room	Floor Tile- Side C	12 x 12	58.1	Specialized Cleaning
5	Dining Room	Window Sill - Side C	3.5 x 26	26.0	
6	BRB	Floor Tile- Side B	12 x 12	43.9	Specialized Cleaning
7	BRB	Window Sill- Side B	4 x 26	36.0	
8	BRC	Floor Tile- Side C	12 x 12	27.1	Specialized Cleaning
9	BRC	Window Sill- Side C	7 x 26	<3.96	
10	Den	Floor Wood- Side A	12 x 12	<5.00	

Laboratory Information

Laboratory:	Accurate Analytical Testing, LLC 30105 Beverly Road, Romulus, MI 48714
Dust Wipe Analysis Protocol:	EPA Method 7000B/3050B
Dust Wipe Medium:	Lead-Wipes, ASTM # E1792
National Lead Laboratory Accreditation Program Serial Number:	#100986

Laboratory Information

Laboratory:	Accurate Analytical Testing, LLC 30105 Beverly Road Roumus, MI 48714
Soil Analysis Protocol:	EPA Method 7000B/3050B
National Lead Laboratory Accreditation Program Serial Number:	#100986

LEAD HAZARD CONTROL OPTIONS

Lead abatement, interim controls, lead-safe work practices and worker/occupant protection practices complying with current EPA, HUD and OSHA standards will be necessary to safely complete all work involving the disturbance of LBP coated surfaces and components. In addition, any work considered lead hazard control will enlist the use of interim control (temporary) methods and/or abatement (permanent) methods. It should be noted that all lead hazard control activities have the potential of creating additional hazards or hazards that were not present before. Properly trained and certified persons, as well as properly licensed firms (as mandated) should accomplish all abatement/interim control activities conducted at this residence.

Details for the listed lead hazard control options and issues surrounding occupant/worker protection practices can be found in the publication entitled: *Guidelines for the Evaluation and Control of LBP Hazards in Housing* published by HUD, the Environmental Protection Agency (EPA) lead-based paint regulations, and the Occupational Safety and Health Administration (OSHA) regulations found in its Lead in Construction Industry Standard. Further recommendations for temporary or long-term control have been provided in each section above.

Interim controls, as defined by HUD, means a set of measures designed to temporarily reduce human exposure to LBP hazards and/or lead containing materials. These activities include, but are not limited to: component and/or substrate stabilization, paint and varnish stabilization, and tilling and placement of appropriate ground cover over bare soil areas.

Abatement, as defined by HUD, means any set of measures designed to permanently eliminate LBP and/or LBP hazards. The product manufacturer and/or contractor must warrant abatement methods to last a minimum of twenty (20) years, or these methods must have a design life of at least twenty (20) years. These activities include, but are not necessarily limited to: the removal of LBP from substrates and components; the replacement of lead based paint components; the permanent enclosure of LBP with construction materials; the encapsulation of LBP with approved products; and the removal or permanent covering (concrete or asphalt) of soil-lead hazards.

APPENDICES

APPENDIX A XRF SAMPLE ANALYTICAL DATA

Full XRF data is included on the following pages.

Company Viken Detection
 Model Pb200i
 Type XRF Lead Paint Analyzer
 Serial Num 1129
 App Versior Pb200i-5.2.0

423 Clark St

Job Id	Reading #	Room	Side	Component	Condition	Substrate	Color	mg/cm2	Result	Notes
	1	Calibration						1.1	Positive	
	2	Calibration						1.3	Positive	
	3	Calibration						1.1	Positive	
	4	LR	C	Wall	D	Dry	Wh	0	Negative	New WINS
	5	LR	C	Baseboard	D	Wood	Wh	0	Negative	Q=2
	6	DR	D	Wall	D	Dry	Wh	0	Negative	AC Unit
	7	DR	C	Baseboard	D	Wood	Wh	0.1	Negative	WIN=New
	8	DR	B	Wall	D	Dry	Wh	0	Negative	
	9	DR	D	Door Casing	D	Wood	Wh	0	Negative	
	10	Hall	B	Wall	D	Dry	Wh	0.1	Negative	
	11	Hall	A	Door Casing	D	Wood	Wh	0	Negative	Front Door
	12	Hall	A	Door Edge	D	Metal	Wh	0	Negative	
	13	Hall	A	Door Jamb	D	Wood	Wh	0	Negative	
	14	Kitchen	B	Door Casing	D	Wood	Wh	0	Negative	New Door
	15	BA	D	Door Edge	D	Wood	Wh	0	Negative	
	16	BA	D	Door Jamb	D	Wood	Wh	0	Negative	
	17	BA	A	Wall	D	Dry	Wh	0.1	Negative	BB= Plastic
	18	BA	D	Wall	D	Dry	Wh	0.2	Negative	
	19	BA	C	Wall	D	Dry	Wh	0	Negative	
	20	BRBC	C	Wall	D	Dry	Wh	0	Negative	
	21	BRBC	D	Door Casing	D	Wood	Wh	0.1	Negative	
	22	BRBC	D	Baseboard	D	Wood	Wh	0.1	Negative	
	23	BRBC	A	Baseboard	D	Wood	Wh	0	Negative	
	24	BRBC	A	Wall	D	Dry	Wh	0	Negative	
	25	BRBC	A	Door Casing	D	Wood	Wh	0	Negative	
	26	BRBC	D	Wall	D	Dry	Wh	0	Negative	

27 EXT	A	Siding	D	Brick	Wh	0.3 Negative	
• 28 EXT	D	Hall Frame	D	Wood	Grey	27.9 Positive	Grey Trim
• 29 EXT	D	Hall Frame	D	Wood	Red	32 Positive	All Red Trim
• 30 EXT	D	Hall Frame	D	Wood	Green	1.8 Positive	
• 31 EXT	A	Door Frame	D	Wood	Grey	24.5 Positive	Entry Door
• 32 EXT	A	Door Jamb	D	Wood	Wh	24.6 Positive	is UNC
• 33 EXT	A	Porch Railing	D	Metal	Grey	1.1 Positive	Threshold=ENC
34 EXT	B	Door Casing	D	Wood	Wh	0.2 Negative	WIN Cas=ENC
35 Calibration						1.3 Positive	
36 Calibration						1.2 Positive	
37 Calibration						1.3 Positive	

APPENDIX B DUST WIPE SAMPLE ANALYTICAL DATA

[illegible]

SPECIAL INSTRUCTIONS/HAZARDS

(RA/CT NAME, DATE, TIME): Haley Taylor 7/10/24 10 AM

1. RELINQUISHED BY (DATE, TIME): WILLIAM DOYLE 4/10/24 3PM 2. RELINQUISHED BY (DATE, TIME):

RECEIVED BY (DATE, TIME)

RECEIVED BY (DATE, TIME): Rebecca Davis

ATE REV. 09/10

Accurate Analytical Testing

2945-104448



30105 Beverly Road
Romulus, MI 48174
Ph: 734-629-8161; Fax: 734-629-8431

Certificate of Analysis: Lead In Dust Wipe by EPA Method 7000B/NIOSH 7082*

Client : City of Cincinnati—Health Department
3301 Beekman
Cincinnati, OH 45225

Attn : Sandra Spears **Email :** Sandra.Spears@cincinnati-oh.gov
Phone : (513) 352-3209 **Fax :**

AAT Project : 1046481
Sampling Date : 07/10/2024
Date Received : 07/11/2024
Date Analyzed : 07/12/2024
Date Reported : 07/12/2024

Client Project : 423 CLARK ST APT 2 CINCINNATI OH 45203

Project Location : 423 CLARK ST APT 2 CINCINNATI OH 45203

Lab Sample ID	Client Code	Sample Description	Length (Inch)	Width (Inch)	Area (Sq ft)	Results Lead $\mu\text{g}/\text{ft}^2$ *
9555411	001	1 D N ENTRY F A	12	12	1.00	20.3
9555412	2	1 D N LR FT A	12	12	1.00	10.9
9555413	3	1 D N LR WIS A	4	32	0.89	82.7
9555414	4	1 D N DR FT C	12	12	1.00	58.1
9555415	5	1 D N DR WIS C	3.5	26	0.63	26.0
9555416	6	1 D N BRB FT B	12	12	1.00	43.9
9555417	7	1 D N BRB WIS B	4	26	0.72	36.0
9555418	8	1 D N BRC FT C	12	12	1.00	27.1
9555419	9	1 D N BRC WIS C	7	26	1.26	<3.96
9555420	10	1 D N DEN FW A	12	12	1.00	<5.00

Analyst Signature

Daniel Spence

ND = Not Detected, N/A = Not Available, RL = Reporting Limit, Analytical Reporting Limit is 5 ug/sample. For true values assume (3) significant figures. AAT internal SOP S205. The method and batch QC are acceptable unless otherwise stated. EPA Regulatory Limits: 10 ug/ft² (Floors, Carpeted/Uncarpeted), 100 ug/ft² (Window Sills/Stools), 400 ug/ft² (Window Trough/Wall/Ext Concrete Surfaces). HUD Grantee Regulatory Limits: 10 ug/ft² (Interior Floors), 40 ug/ft² (Porch Floors), 100 ug/ft² (Window Sills), 100 ug/ft² (Window Troughs). The laboratory operates in accord with ISO 17025 guidelines and holds limited scopes of accreditation under AIHA-LAP and NY State DOH ELAP programs. These results are submitted pursuant to AAT, LLC current terms and conditions of sale, including the company's standard warranty and limitation of liability provisions. Analytical results relate to the samples as received by the lab. AAT will not assume any liability or responsibility for the manner in which the results are used or interpreted. All Quality Control requirements for the samples this report contains have been met. AAT does not blank correct reported values. Sample data apply only to items analyzed. Results are calculated with wipe dimensions supplied by client. Reproduction of this document other than in its entirety is not authorized by AAT, LLC. * = Validated modified method. Samples are stored for 15 days following report date.



AIHA-LAP- Lab ID #100986, NY State DOH ELAP -Lab ID #11864, State of Ohio- Lab ID # 10042

Date Printed: 07/12/2024

AAT Project: 1046481

APPENDIX E LEAD VISUAL ASSESSMENT FORM

The Lead Visual Assessment Form is included on the following pages.

Ohio Department of Health
Lead Visual Assessment Form
 As required by Ohio Administrative Code Chapter 3701-32-07(G)(3)

Property Owner Name Cincinnati Metropolitan Housing Authority		Date of Assessment 7/10/2024	
Property Address 423 Clark St Apt 2	City Cincinnati	State OH	Zip 45229
Lead Risk Assessor Name Kudakwashe Tshililiwa		Lead Risk Assessor License # LA9687	

A. OVERALL BUILDING CONDITION – GENERAL OBSERVATIONS

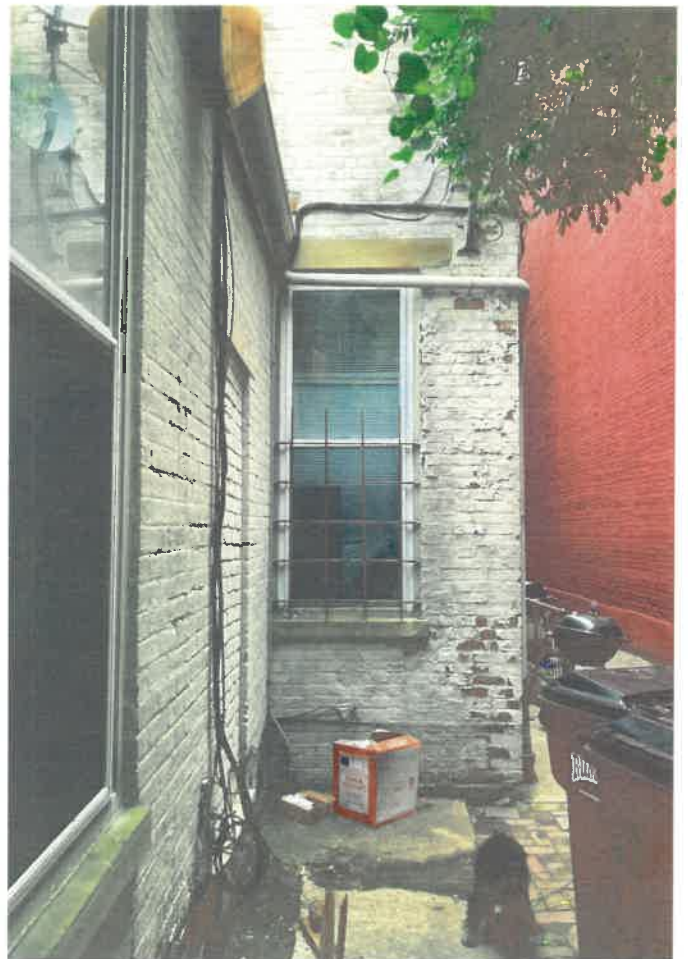
Condition	Yes	No	Notes
Roof missing parts of surfaces (tiles, boards, shakes, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Roof has holes or large cracks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Gutters or downspouts broken, missing or leaking	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Chimney masonry cracked, bricks loose or missing, obviously out of plumb	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Foundation has major cracks, missing material, structure leans, or visibly unsound	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Porch or steps have major elements broken, missing or boarded up	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Exterior siding and/or trim has missing boards, pieces, shingles, or rotted wood	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Exterior or interior walls have obvious large cracks or holes, requiring more than routine pointing (if masonry) or painting	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Water stains on interior walls or ceilings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Walls, floors or ceilings deteriorated	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Two or more windows or doors broken, missing or boarded up	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Other:	<input type="checkbox"/>	<input type="checkbox"/>	

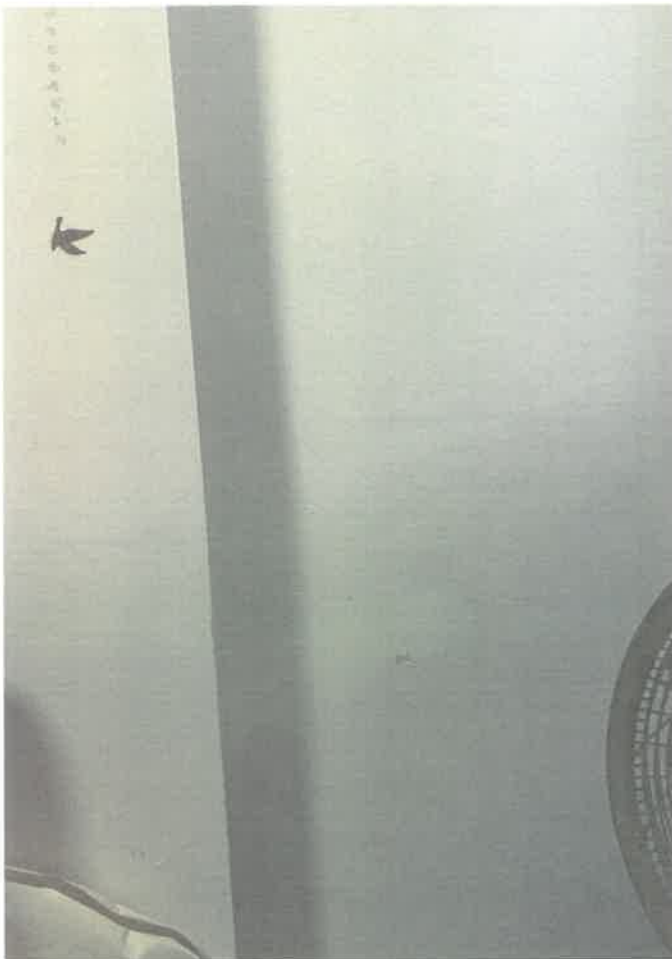
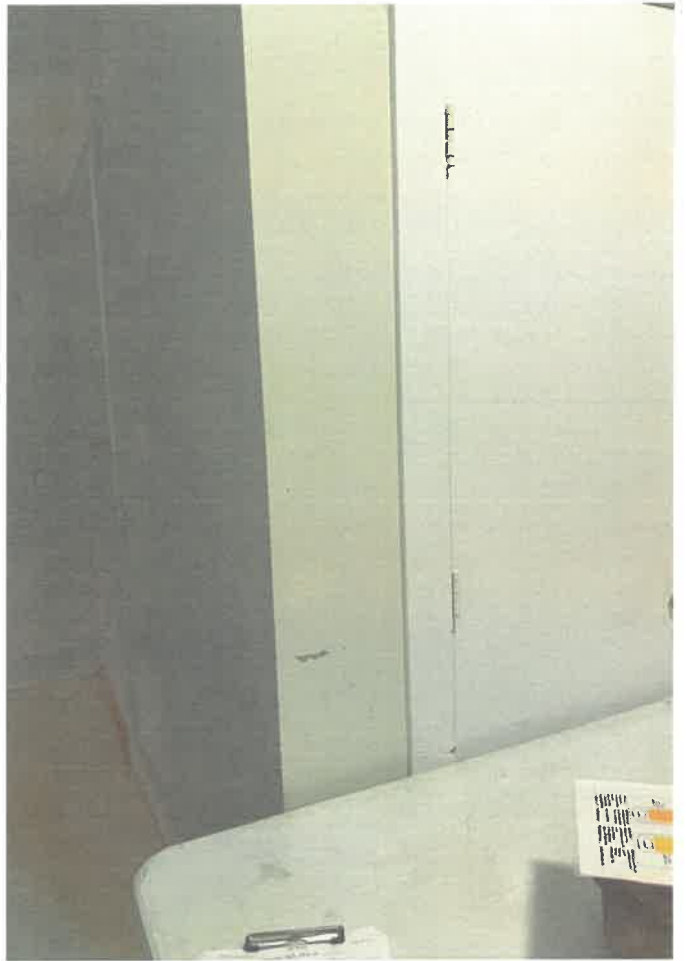
B. AREAS OF BARE SOIL

Location	Check all that apply			Notes
	Play Area	Non-Play Area ¹	Samples Collected	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

¹ If Non-Play Area is selected, list in "Notes" if bare soil is in dripline/foundation or rest of the yard.







Jessica E. Miranda, Hamilton County Auditor

generated on 7/19/2024 12:15:39 PM EDT

Property Report


Parcel ID
134-0005-0249-90

Address
423 CLARK ST

Index Order
Parcel Number

Tax Year
2023 Payable 2024

Property Information

Tax District 001 - CINTI CORP-CINTI CSD	School District CINCINNATI CSD	Images/Sketches 
Appraisal Area 02300 - WEST END Sales	Auditor Land Use 645 - METROPOLITAN HOUSING AUTH	
Owner Name and Address CINCINNATI METROPOLITAN HOUSING AUTHORITY 1635 WESTERN AVE CINCINNATI OH 45214 (Questions? 946-4015 or county.auditor@auditor.hamilton-co.org)	Tax Bill Mail Address CINCINNATI METROPOLITAN HOUSING AUTHORITY FINANCE 1635 WESTERN AVE CINCINNATI OH 45214 (Questions? 946-4800 or treasurer.taxbills@hamilton-co.org)	
Assessed Value 0	Effective Tax Rate 0.000000	
Property Description 423 CLARK ST 25 X 102 SQ 2 BETTS SUB		Total Tax \$46.28

Appraisal/Sales Summary

Year Built	1885
Total Rooms	0
# Bedrooms	0
# Full Bathrooms	0
# Half Bathrooms	0
Last Transfer Date	1/1/1970
Last Sale Amount	\$0
Conveyance Number	0
Deed Type	WE - Warranty Deed (EX)
Deed Number	
# of Parcels Sold	1
Acreage	0.064

Tax/Credit/Value Summary

Board of Revision	No
Rental Registration	Yes
Homestead	No
Owner Occupancy Credit	No
Foreclosure	No
Special Assessments	Yes
Market Land Value	16,170
CAUV Value	0
Market Improvement Value	79,940
Market Total Value	96,110
TIF Value	0
Abated Value	0
Exempt Value	96,110
Taxes Paid	\$46.28


Notes

APPENDIX F COPY OF RISK ASSESSOR'S LICENSE AND CERTIFICATION

h. Appendix H Copy of Risk Assessor's License/Certification

State of Ohio
Department of Health
Lead Program

Lead Risk Assessor

 License Number
LA9687

Expiration Date
09/13/2024

DOB **05/29/1997**

Kudakwashe Tshilliwa
Cincinnati Health Department
3301 Beekman Street
Cincinnati OH 45225

and improve the health of all Ohioans

Card not valid if altered

This certification is issued pursuant of Chapter 3742 of the
Revised Code and 3701-32 of the Ohio Administration Code

APPENDIX G COPY OF XRF TRAINING CERTIFICATE AND PERFORMANCE CHARACTERISTIC SHEET

i. Appendix I Certificate and XRF Performance

Performance Characteristic Sheet

EFFECTIVE DATE: December 1, 2015

MANUFACTURER AND MODEL:

Make: *Heuresis*
Models: *Model Pb200i*
Source: *⁵⁷Co, 5 mCi (nominal - new source)*

FIELD OPERATION GUIDANCE

OPERATING PARAMETERS:

Action Level mode

XRF CALIBRATION CHECK LIMITS:

0.8 to 1.2 mg/cm² (inclusive)

SUBSTRATE CORRECTION:

Not applicable

INCONCLUSIVE RANGE OR THRESHOLD:

ACTION LEVEL MODE READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm ²)
Results not corrected for substrate bias on any substrate	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	1.0
	Plaster	1.0
	Wood	1.0

BACKGROUND INFORMATION

EVALUATION DATA SOURCE AND DATE:

This sheet is supplemental information to be used in conjunction with Chapter 7 of the HUD Guidelines for the *Evaluation and Control of Lead-Based Paint Hazards in Housing* ("HUD Guidelines"). Performance parameters shown on this sheet are calculated using test results on building components in the HUD archive. Testing was conducted on 146 test samples in November 2015, with two separate instruments running software version 2.1-2 in Action Level test mode. The actual source strength of each instrument on the day of testing was approximately 2.0 mCi; source ages were approximately one year.

OPERATING PARAMETERS

Performance parameters shown in this sheet are applicable only when properly operating the instrument using the manufacturer's instructions and procedures described in Chapter 7 of the HUD Guidelines.

XRF CALIBRATION CHECK:

The calibration of the XRF instrument should be checked using the paint film nearest 1.0 mg/cm² in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm² film).

If the average (rounded to 1 decimal place) of three readings is outside the acceptable calibration check range, follow the manufacturer's instructions to bring the instrument into control before XRF testing proceeds.

SUBSTRATE CORRECTION VALUE COMPUTATION:

Chapter 7 of the HUD Guidelines provides guidance on correcting XRF results for substrate bias. Supplemental guidance for using the paint film nearest 1.0 mg/cm² for substrate correction is provided:

XRF results are corrected for substrate bias by subtracting from each XRF result a correction value determined separately in each house for single-family housing or in each development for multifamily housing, for each substrate. The correction value is an average of XRF readings taken over the NIST SRM paint film nearest to 1.0 mg/cm² at test locations that have been scraped bare of their paint covering. Compute the correction values as follows:

Using the same XRF instrument, take three readings on a bare substrate area covered with the NIST SRM paint film nearest 1 mg/cm². Repeat this procedure by taking three more readings on a second bare substrate area of the same substrate covered with the NIST SRM.

Compute the correction value for each substrate type where XRF readings indicate substrate correction is needed by computing the average of all six readings as shown below.

For each substrate type (the 1.02 mg/cm² NIST SRM is shown in this example; use the actual lead loading of the NIST SRM used for substrate correction):

$$\text{Correction value} = (1\text{st} + 2\text{nd} + 3\text{rd} + 4\text{th} + 5\text{th} + 6\text{th Reading})/6 - 1.02 \text{ mg/cm}^2$$

Repeat this procedure for each substrate requiring substrate correction in the house or housing development.

EVALUATING THE QUALITY OF XRF TESTING:

Randomly select ten testing combinations for retesting from each house or from two randomly selected units in multifamily housing.

Conduct XRF re-testing at the ten testing combinations selected for retesting.

Determine if the XRF testing in the units or house passed or failed the test by applying the steps below.
Compute the Retest Tolerance Limit by the following steps:

Determine XRF results for the original and retest XRF readings. Do not correct the original or retest results for substrate bias. In single-family and multi-family housing, a result is defined as a single reading. Therefore, there will be ten original and ten retest XRF results for each house or for the two selected units.

Calculate the average of the original XRF result and the retest XRF result for each testing combination.

Square the average for each testing combination.

Add the ten squared averages together. Call this quantity C.

Multiply the number C by 0.0072. Call this quantity D.

Add the number 0.032 to D. Call this quantity E.

Take the square root of E. Call this quantity F.

Multiply F by 1.645. The result is the Retest Tolerance Limit.

Compute the average of all ten original XRF readings.

Compute the average of all ten re-test XRF readings.

Find the absolute difference of the two averages.

If the difference is less than the Retest Tolerance Limit, the inspection has passed the retest. If the difference of the overall averages equals or exceeds the Retest Tolerance Limit, this procedure should be repeated with ten new testing combinations. If the difference of the overall averages is equal to or greater than the Retest Tolerance Limit a second time, then the inspection should be considered deficient.

Use of this procedure is estimated to produce a spurious result approximately 1% of the time. That is, results of this procedure will call for further examination when no examination is warranted in approximately 1 out of 100 dwelling units tested.

TESTING TIMES:

In the Action Level paint test mode, the instrument takes the longest time to complete readings close to the Federal standard of 1.0 mg/cm². The table below shows the mean and standard deviation of actual reading times by reading level for paint samples during the November 2015 archive testing. The tested instruments reported readings to one decimal place. No significant differences in reading times by substrate were observed. These times apply only to instruments with the same source strength as those tested (2.0 mCi). Instruments with stronger sources will have shorter reading times and those with weaker sources, longer reading times, than those in the table.

Mean and Standard Deviation of Reading Times in Action Level Mode by Reading Level		
Reading (mg/cm ²)	Mean Reading Time (seconds)	Standard Deviation (seconds)
< 0.7	3.48	0.47
0.7	7.29	1.92
0.8	13.95	1.78
0.9 - 1.2	15.25	0.66
1.3 - 1.4	6.08	2.50
≥ 1.5	3.32	0.05

CLASSIFICATION OF RESULTS:

XRF results are classified as positive if they are greater than or equal to the stated threshold for the instrument (1.0 mg/cm²), and negative if they are less than the threshold.

DOCUMENTATION:

A report titled *Methodology for XRF Performance Characteristic Sheets* (EPA 747-R-95-008) provides an explanation of the statistical methodology used to construct the data in the sheets, and provides empirical results from using the recommended inconclusive ranges or thresholds for specific XRF instruments. The report may be downloaded at <http://www2.epa.gov/lead/methodology-xrf-performance-characteristic-sheets-epa-747-r-95-008-september-1997>.

This XRF Performance Characteristic Sheet (PCS) was developed by QuanTech, Inc., under a contract with the XRF manufacturer.

APPENDIX H “LEAD SPEAK:” A BRIEF GLOSSARY

Abatement: A measure or set of measures designed to permanently eliminate lead-based paint hazards or lead-based paint. Abatement strategies include the removal of lead-based paint, enclosure, encapsulation, replacement of building components coated with lead-based paint, removal of lead contaminated dust, and removal of lead contaminated soil or overlaying of soil with a durable covering such as asphalt (grass and sod are considered interim control measures). All of these strategies require preparation; cleanup; waste disposal; post-abatement clearance testing; recordkeeping; and, if applicable, monitoring. (For full EPA definition, see 40 CFR 745.223).

Bare soil: Soil not covered with grass, sod, some other similar vegetation, or paving, including the sand in sandboxes.

Chewable surface: An interior or exterior surface painted with lead-based paint that a young child can mouth or chew. A chewable surface is the same as an “accessible surface” as defined in 42 U.S.C. 4851b(2). Hard metal substrates and other materials that cannot be dented by the bite of a young child are not considered chewable.

Deteriorated paint: Any paint coating on a damaged or deteriorated surface or fixture, or any interior or exterior lead-based paint that is peeling, chipping, blistering, flaking, worn, chalking, alligatoring, cracking, or otherwise becoming separated from the substrate.

Drip line/foundation area: The area within 3 feet out from the building wall and surrounding the perimeter of a building.

Dust-lead hazard: Surface dust in residences that contains an area or mass concentration of lead equal to or in excess of the standard established by the EPA under Title IV of the Toxic Substances Control Act. EPA standards for dust-lead hazards, which are based on wipe samples, are published at 40 CFR 745.65(b); as of the publication of this edition of these *Guidelines*, these are 10 $\mu\text{g}/\text{ft}^2$ on interior floors, 40 $\mu\text{g}/\text{ft}^2$ on exterior floors, and 100 $\mu\text{g}/\text{ft}^2$ on interior window sills. Also called lead-contaminated dust.

Friction surface: Any interior or exterior surface, such as a window or stair tread, subject to abrasion or friction.

Garden area: An area where plants are cultivated for human consumption or for decorative purposes.

Impact surface: An interior or exterior surface (such as surfaces on doors) subject to damage by repeated impact or contact.

Interim controls: A set of measures designed to temporarily reduce human exposure or possible exposure to lead-based paint hazards. Such measures include, but are not limited to, specialized cleaning, repairs, maintenance, painting, temporary containment, and the establishment and operation of management and resident education programs. Monitoring, conducted by owners, and reevaluations, conducted by professionals, are integral elements of interim control. Interim

controls include dust removal; paint film stabilization; treatment of friction and impact surfaces; installation of soil coverings, such as grass or sod; and land use controls. Interim controls that disturb painted surfaces are renovation activities under EPA's Renovation, Repair and Painting Rule.

Lead-based paint: Any paint, varnish, shellac, or other coating that contains lead equal to or greater than 1.0 mg/cm² as measured by XRF or laboratory analysis, or 0.5 percent by weight (5000 mg/g, 5000 ppm, or 5000 mg/kg) as measured by laboratory analysis. (Local definitions may vary.)

Lead-based paint hazard: A condition in which exposure to lead from lead contaminated dust, lead contaminated soil, or deteriorated lead-based paint would have an adverse effect on human health (as established by the EPA at 40 CFR 745.65, under Title IV of the Toxic Substances Control Act). Lead-based paint hazards include, for example, **paint-lead hazards**, **dust-lead hazards**, and **soil-lead hazards**.

Paint-lead hazard: Lead-based paint on a friction surface that is subject to abrasion and where a dust-lead hazard is present on the nearest horizontal surface underneath the friction surface (e.g., the window sill, or floor); damaged or otherwise deteriorated lead-based paint on an impact surface that is caused by impact from a related building component; a chewable lead-based painted surface on which there is evidence of teeth marks; or any other deteriorated lead-based paint in any residential building or child-occupied facility or on the exterior of any residential building or child-occupied facility.

Play area: An area of frequent soil contact by children of under age 6 as indicated by, but not limited to, such factors including the following: the presence of outdoor play equipment (e.g., sandboxes, swing sets, and sliding boards), toys, or other children's possessions, observations of play patterns, or information provided by parents, residents, care givers, or property owners.

Soil-lead hazard: Bare soil on residential property that contains lead in excess of the standard established by the EPA under Title IV of the Toxic Substances Control Act. EPA standards for soil-lead hazards, published at 40 CFR 745.65(c), as of the publication of this edition of these *Guidelines*, is 400 µg/g in play areas and 1,200 µg/g in the rest of the yard. Also called lead-contaminated soil.

ADDITIONAL LEAD AND LEAD SAFETY RESOURCE DATA

Key Units of Measurement

Gram (g or gm): A unit of mass in the metric system. A nickel weighs about 1 gram, as does a 1 cube of water 1 centimeter on each side. A gram is equal to about 35/1000 (thirty-five thousandths of an ounce). Another way to think of this is that about 28.4 grams equal 1 ounce.

µg (microgram): A microgram is 1/1000th of a milligram. To put this into perspective, a penny weighs 2 grams. To get a microgram, you would need to divide the penny into 2 million pieces. A microgram is one of those two million pieces.

µg/dL (microgram per deciliter): used to measure the level of lead in children's and worker's blood to establish whether intervention is needed. A deciliter is a little less than a half a cup.

µg/ft² (micrograms per square feet): the unit used to express levels of lead in dust samples. All reports should report levels of lead in dust in µg/ft².

mg/cm² (milligrams per square centimeter): used to report levels of lead in paint thru XRF testing.

ppm (parts per million): Typically used to express the concentrations of lead in soil. Can also be used to express the amount of lead in a surface coating on a mass concentration basis. This measurement can also be shown as: µg/g, mg/kg or mg/l.

ppb (parts per billion): Typically used to express the amount of lead found in drinking water. This measurement is also sometimes expressed as: µg/L (micrograms per liter).

EPA/HUD Lead-Based Paint and Lead-Based Paint Hazard Standards

Lead-Based Paint (may be determined in either of two ways)

- | | |
|---|------------------------------|
| • Surface concentration (mass of lead per area) | 1.0 mg/cm ² |
| • Bulk concentration (mass of lead per volume) | 0.5%, 5000 µg/g, or 5000 ppm |

Dust-thresholds for Lead-Contamination

- | | |
|---|------------------------|
| • Interior Floors | 10 µg/ft ² |
| • Exterior Floors | 40 µg/ft ² |
| • Interior Window Sills | 100 µg/ft ² |
| • Window Troughs (clearance examination only) | 100 µg/ft ² |

Soil-thresholds for Lead Contamination

- | | |
|---|------------------------|
| • Play areas used by children under age 6 | 400 µg/g, or 400 ppm |
| • Other areas | 1200 µg/g, or 1200 ppm |

APPENDIX J RESOURCES FOR ADDITIONAL INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
NATIONAL LEAD INFORMATION CENTER & CLEARINGHOUSE:

1-800-424 LEAD

www.epa.gov/lead/pubs/nlic.htm

Centers for Disease Control and Prevention Lead Program:

www.cdc.gov/lead

Toll-free CDC Contact Center: 800-CDC-INFO; TTY 888-232-6348

Consumer Product Safety Commission

www.cpsc.gov

Toll-free consumer hotline: 1-800-638-2772; TTY 301-595-7054

Environmental Protection Agency Lead Program:

www.epa.gov/lead

202-566-0500

HUD Office of Healthy Homes and Lead Hazard Control:

www.hud.gov/offices/lead

202-402-7698

Ohio Dept. of Health, Lead Poisoning Prevention and Public Health Lead Investigation Programs:

https://www.odh.ohio.gov/odhprograms/eh/phs_environmental/leadlp/lead.aspx

Lead Poisoning Prevention Program: 1-877-668-5323

Public Health Lead Investigation Program: 1-877-532-3723

Hearing- or speech-challenged individuals may access the federal agency numbers above through TTY by calling the toll-free Federal Relay Service at 800-877-8339; see also

<http://www.federalrelay.us/tty>.



CERTIFICATE OF ANALYSIS

Client: M.A.C. Paran Consulting Svcs.
3959 Fulton Grove Road
Cincinnati OH 45245

Report Date: 8/21/2024
Report No.: 703836 - Lead Wipe
Project: 423 Clark (Unit 1)
Project No.:

Client: PAR297

LEAD WIPE SAMPLE ANALYSIS SUMMARY

Lab No.:	7782179	Location:	L.R Floor	Area:	1.0 ft ²
Client No.:	423-1-1			Result:	5.0 µg/ft ²

Lab No.:	7782180	Location:	L.R Sill	Area:	1.0 ft ²
Client No.:	423-1-2			Result:	5.0 µg/ft ²

Lab No.:	7782181	Location:	D.R Floor	Area:	1.0 ft ²
Client No.:	423-1-3			Result:	10 µg/ft ²

Lab No.:	7782182	Location:	D.R Sill	Area:	1.0 ft ²
Client No.:	423-1-4			Result:	5.0 µg/ft ²

Lab No.:	7782183	Location:	Kit Floor	Area:	1.0 ft ²
Client No.:	423-1-5			Result:	10 µg/ft ²

Lab No.:	7782184	Location:	Kit Sill	Area:	1.0 ft ²
Client No.:	423-1-6			Result:	5.0 µg/ft ²


Lab No.:	7782185	Location:	Bdrm 1 Floor	Area:	1.0 ft ²
Client No.:	423-1-7			Result:	<5.0 µg/ft ²


Lab No.:	7782186	Location:	Bdrm 1 Sill	Area:	1.0 ft ²
Client No.:	423-1-8			Result:	<5.0 µg/ft ²

Lab No.:	7782187	Location:	Entry Floor	Area:	1.0 ft ²
Client No.:	423-1-9			Result:	20 µg/ft ²

Lab No.:	7782188	Location:	Common Hall Floor	Area:	1.0 ft ²
Client No.:	423-1-10			Result:	45 µg/ft ²

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 8/20/2024
Date Analyzed: 08/21/2024
Signature: 
Analyst: Chad Shaffer

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director



Built Environment Testing
iATL

9000 Commerce Parkway Suite B
Mt. Laurel, New Jersey 08054
Telephone: 856-231-9449
Email: customerservice@iatl.com

CERTIFICATE OF ANALYSIS

Client: M.A.C. Paran Consulting Svcs.
3959 Fulton Grove Road
Cincinnati OH 45245

Report Date: 8/21/2024
Report No.: 703836 - Lead Wipe
Project: 423 Clark (Unit 1)
Project No.:

Client: PAR297


LEAD WIPE SAMPLE ANALYSIS SUMMARY

Lab No.: 7782189
Client No.: 423-1-11

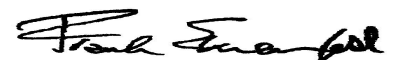
Location: Field Blank

Area: Blank
Result: <5.0 µg

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 8/20/2024
Date Analyzed: 08/21/2024
Signature: 
Analyst: Chad Shaffer

Approved By:



Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: M.A.C. Paran Consulting Svcs.
3959 Fulton Grove Road
Cincinnati OH 45245

Client: PAR297

Report Date: 8/21/2024
Report No.: 703836 - Lead Wipe
Project: 423 Clark (Unit 1)
Project No.:

Appendix to Analytical Report:

Customer Contact:

Method: AAS - SW 846: 3050B: 7000B

This appendix seeks to promote greater understanding of any observations, exceptions, special instructions, or circumstances that the laboratory needs to communicate to the client concerning the above samples. The information below is used to help promote your ability to make the most informed decisions for you and your customers. Please note the following points of contact for any questions you may have.

iATL Customer Service: customerservice@iatl.com

iATL Office Manager: wchampion@iatl.com

iATL Account Representative: Shirley Clark

Sample Login Notes: See Batch Sheet Attached

Sample Matrix: Dust Wipes

Exceptions Noted: See Following Pages

General Terms, Warrants, Limits, Qualifiers:

General information about iATL capabilities and client/laboratory relationships and responsibilities are spelled out in iATL policies that are listed at www.iATL.com and in our Quality Assurance Manual per ISO 17025 standard requirements. The information therein is a representation of iATL definitions and policies for turnaround times, sample submittal, collection media, blank definitions, quantification issues and limit of detection, analytical methods and procedures, sub-contracting policies, results reporting options, fees, terms, and discounts, confidentiality, sample archival and disposal, and data interpretation.

iATL warrants the test results to be of a precision normal for the type and methodology employed for each sample submitted. iATL disclaims any other warrants, expressed or implied, including warranty of fitness for a particular purpose and warranty of merchantability. iATL accepts no legal responsibility for the purpose for which the client uses test results. Any analytical work performed must be governed by our Standard Terms and Conditions. Prices, methods and detection limits may be changed without notification. Please contact your Customer Service Representative for the most current information.

This confidential report relates only to those item(s) tested and does not represent an endorsement by NIST-NVLAP, AIHA LAP LLC, or any agency of local, state or province governments nor of any agency of the U.S. government.

This report shall not be reproduced except in full, without written approval of the laboratory.

Information Pertinent to this Report:

Analysis by AAS: SW 846: 3050B: 7000B, 2010

Certification:

- NATIONAL LEAD LABORATORY ACCREDITATION PROGRAM (NLLAP)
- AIHA-LAP, LLC No. 100188
- NYSDOH-ELAP No. 11021

Threshold Limits

- USEPA Dust Level Hazard Standards 3/08/2021
- Floor: 10 micrograms/ft²
- Window Sills: 100micrograms/ft²
- Window Well/Trough: 400micrograms/ft²

This report meets the standards set forth in the EPA's National Lead Laboratory Accreditation Program (NLLAP) through the Laboratory Quality System Requirements (LQSR) Revision 3.0 November 5, 2007. All Environmental Lead Proficiency Analytical Testing (ELPAT) is through the AIHA-PAT established program.

CERTIFICATE OF ANALYSIS

Client: M.A.C. Paran Consulting Svcs.
3959 Fulton Grove Road
Cincinnati OH 45245

Client: PAR297

Report Date: 8/21/2024
Report No.: 703836 - Lead Wipe
Project: 423 Clark (Unit 1)
Project No.:

Regulatory limit varies by surface location (EPA/HUD guidelines). Unless otherwise stated, results assume one square foot sampled.

Method requires submittal of blanks.

Sample results are not corrected for contamination by field or analytical blanks.

All results are based on the samples as received at the lab. iATL assumes that appropriate sampling methods have been used and that the data upon which these results are based have been accurately supplied by the client.

Method Detection Limit (MDL) per EPA Method 40CFR Part 136 Appendix B. Reporting Limit (RL) based upon Lowest Standard Determined (LSD) in accordance with AIHA-ELLAP policies.

LSD= 0.1 mg/L; MDL1= 0.075 mg/L; MDL2= 1.8mg/ft²; RL= 5.0 micrograms/ft²; (based upon 1.0 square foot sampled).

The EPA 403 Final Rule (40 CFR 745.63) requires that all wipe samples of settled dust shall be collected using a wipe that meets ASTM E1792.

Disclaimers / Qualifiers:

There may be some samples in this project that have a "NOTE:" associated with a sample result. We use added disclaimers or qualifiers to inform the client about something that requires further explanation. Here is a complete list with highlighted disclaimers pertinent to this project. For a full explanation of these and other disclaimers, please inquire at customerservice@iatl.com.

NOTE: Incomplete digestion of wipe material may result in low recovery of lead. The EPA403 Final Rule (40 CFR 745.63) requires that all wipe samples of settled dust shall be collected using a wipe that meets ASTM E1792. Results for wipes not meeting ASTM E1792 are not recognized within the Accreditation Program.

< less than sign, signifies none-detected below the empirical value based upon sub-sampled mass. This is often below the Reporting Limit (see above).

"General Decision Number: OH20250010 08/15/2025

Superseded General Decision Number: OH20240010

State: Ohio

Construction Type: Residential

County: Hamilton County in Ohio.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025
2	02/14/2025
3	06/06/2025
4	07/18/2025
5	07/25/2025
6	08/15/2025

BROH0018-007 06/01/2024

	Rates	Fringes
BRICKLAYER.....	\$ 35.00	17.13

ELEC0212-004 06/02/2025

	Rates	Fringes
ELECTRICIAN.....	\$ 38.05	22.97

ENGI0018-027 05/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Bulldozer).....	\$ 37.02	15.20

ENGI0066-026 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR Crane.....	\$ 36.92	24.01

LAB00265-004 06/01/2024

	Rates	Fringes
LABORER (Mason Tender-Brick).....	\$ 25.90	18.40

PAIN0707-001 05/01/2025

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 33.95	20.20

* PLAS0109-006 06/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.48	24.81

* SFOH0669-007 06/01/2025

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 48.28	28.08

 SHEE0033-016 06/01/2025

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 20.40	16.50

SUOH2012-009 07/20/2012

	Rates	Fringes
CARPENTER.....	\$ 27.29	0.00
LABORER: Common or General.....	\$ 23.40	0.00
OPERATOR: Backhoe/Excavator.....	\$ 25.25	9.38
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 29.49	11.16
PLUMBER.....	\$ 20.00	5.52
ROOFER.....	\$ 19.22	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the

type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage

and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====

END OF GENERAL DECISION"