

**CUYAHOGA COUNTY BOARD OF HEALTH**

**REQUEST FOR PROPOSAL**

**RFP # 2025-03**

**ISSUED** April 7, 2025

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

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

**Sealed proposals will be received until:** May 6, 2025 at 10:00 a.m.

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

**ALL RESPONSES SHALL BE MARKED AS**

**“SEALED BID”**

**REQUEST FOR PROPOSALS**

**SELECTION OF CONTRACTOR FOR LEAD REMOVAL ABATEMENT PROJECT**

**AT 1449-1451 E 135<sup>th</sup> St., EAST CLEVELAND, OHIO 44112 FOR**

**THE CUYAHOGA COUNTY BOARD OF HEALTH**

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

**REQUEST FOR PROPOSALS FOR  
SELECTION OF CONTRACTOR FOR  
LEAD REMOVAL ABATEMENT PROJECT**

**RFP# 2025-03**

The Cuyahoga County Board of Health is soliciting sealed proposals for the selection of a licensed lead abatement contractor, registered and in good standing with the Cuyahoga County Board of Health to conduct lead abatement and interim controls at the property referenced by the address of 1449-1451 E. 135<sup>th</sup> St., East Cleveland, Ohio 44112. Proposals must be submitted to the Cuyahoga County Board of Health, 5550 Venture Drive, Parma, Ohio 44130 no later than 10:00 A.M local time on Tuesday, May 6, 2025.

A pre-proposal conference is scheduled for Wednesday, April 16, 2025 at 11:00 a.m. utilizing the CCBH Microsoft Teams platform. Attendance is strongly recommended but not mandatory.

Pre-proposal conference details along with this notice and proposal may be viewed at the following Board website: [www.ccbh.net](http://www.ccbh.net) by clicking on the “Business” tab on the home page. Questions prior to the pre-proposal conference must be emailed to [bidquestions@ccbh.net](mailto:bidquestions@ccbh.net).

Judy Wirsching, CFO

Published in the Cleveland Plain Dealer on Monday, April 7, 2025

## Proprietary Statement

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

## Commencement of Contract Performance

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

## Project Description

The Cuyahoga County Board of Health is soliciting a Licensed Lead Abatement Contractor currently registered, and in good standing, with the Cuyahoga County Board of Health to conduct lead abatement and interim controls at the property referenced by the address of 1449-1451 E 135<sup>th</sup> St., East Cleveland, Ohio 44112

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

Specifications are included herein. The winning bidder shall have adequate capacity to complete project within a 90-day period.

### **I. NOTICE TO RESPONDENTS**

Sealed proposals will be received in the Office of the Chief Fiscal Officer of the Cuyahoga County Board of Health, 5550 Venture Drive, Parma, Ohio 44130 until 10:00 A.M., (local time), May 6, 2025 for the following:

Selection of Contractor for Lead Removal Abatement Project at 1449-1451 E 135., East Cleveland, Ohio 44112

**Services are to be provided and completed within ninety 90 days from the date of signing the contract.**

### **II. PROPOSAL REQUIREMENTS**

#### **A. PRE-PROPOSAL CONFERENCE**

There will be a pre-proposal conference on **Wednesday, April 16, 2025 at 11:00 a.m.**

The pre-proposal conference will be held at the Cuyahoga County Board of Health, 5550 Venture Drive, Parma, Ohio 44130.

It is recommended that interested respondents attend the pre-proposal conference will be held virtually via Microsoft Teams. The meeting information is provided below.

**Join on your computer, mobile app or room device**

**Microsoft Teams**

**[Join the meeting now](#)**

Meeting ID: 254 087 932 696

Passcode: 7m96wJ9a

**Dial in by phone**

[+1 469-208-1353,,678791455#](tel:+14692081353678791455) United States, Carrollton

**[Find a local number](#)**

Phone conference ID: 678 791 455#

Subsequent to the pre-proposal conference, refer to the Cuyahoga County Board of Health website [www.ccbh.net](http://www.ccbh.net) by clicking on the “Business” tab on the home page, for current updates, forms, and questions and answers.

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

**B. ADDENDA**

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

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

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

**C. PROPOSAL SUBMISSION DEADLINE**

The proposal documents must be received at the following location no later than 10:00 A.M. local time on the date below:

**May 6, 2025  
Cuyahoga County Board of Health  
Office of the Chief Fiscal Officer  
5550 Venture Drive  
Parma, Ohio 44130**

**LATE PROPOSALS WILL NOT BE ACCEPTED.**

The official clock for the determination of 10:00 A.M., Local Time shall be the time clock located in the Board's Administrative Offices at the address shown above.

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

**Proposals sent by facsimile or email will not be accepted.**

D. TECHNICAL REQUIREMENTS

Refer to Appendix 1-4.

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

E. PROPOSAL DOCUMENT REQUIREMENTS

The Respondent shall submit the following documents with the proposal:

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

All Respondents submitting proposals must submit this document signed. The pricing document is Appendix 1-4.

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

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

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

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

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

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

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

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

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

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

**DOCUMENTS LISTED UNDER 1 AND 2 MUST HAVE ORIGINAL SIGNATURES.**

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

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

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

### **III. PROPOSAL EVALUATION**

#### **A. CRITERIA TO BE EVALUATED**

##### **1. REQUIRED DOCUMENTS**

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

##### **2. TECHNICAL REQUIREMENTS**

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

#### **B. METHOD OF EVALUATION**

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

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

The following terms and conditions shall apply to the proposals:

1. No proposal shall be withdrawn after it has been deposited with the Board of Health.
2. All proposals submitted will be in effect for ninety (90) calendar days from the due date. Proposals will be accepted or rejected within this period.
3. The Board assumes no responsibility or liability for costs incurred in the preparation and/or submission of any proposal.
4. Corrections of errors in a proposal after the opening of proposals shall not be allowed except for extension errors and/or math errors which are clearly evident.

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

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

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

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

#### **IV. CONTRACTING REQUIREMENTS**

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

##### **A. CONTRACT PROCESSING**

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

##### **B. PAYMENT PROCESSING**

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

##### **C. MISCELLANEOUS**

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



## **Appendix**

Respondent's Reference Sheet .....	1-1
Non-Collusion Affidavit .....	1-2
Contract Terms and Conditions .....	1-3
Certificate of Compliance with ORC 3517.13.....	1-4
Board of Health Specifications/Respondent Pricing Sheet.....	1-5

**Appendix 1-1**

**RESPONDENT'S REFERENCE SHEET**

**INSTRUCTIONS:**

List a minimum of three (3) organizations to whom you have provided like services to that being requested in the specification. Provide all data requested below for each reference listed. Use additional sheets if desired.

**ORGANIZATION'S NAME:**

**CONTACT PERSON'S NAME:**

**ORGANIZATION'S FULL ADDRESS:**

**CONTACT PERSON'S TELEPHONE NUMBER:**

**DATE SERVICE(S) PROVIDED:**

**SPECIFY THE SERVICES PROVIDED:**

**ORGANIZATION'S NAME:**

**CONTACT PERSON'S NAME:**

**ORGANIZATION'S FULL ADDRESS:**

**CONTACT PERSON'S TELEPHONE NUMBER:**

**DATE SERVICE(S) PROVIDED:**

**SPECIFY THE SERVICES PROVIDED:**

**ORGANIZATION'S NAME:**

**CONTACT PERSON'S NAME:**

**ORGANIZATION'S FULL ADDRESS:**

**CONTACT PERSON'S TELEPHONE NUMBER:**

**DATE SERVICE(S) PROVIDED:**

**SPECIFY THE SERVICES PROVIDED:**



## APPENDIX 1-3

### CUYAHOGA COUNTY LEAD REMEDIATION CONTRACT

between

**Cuyahoga County Board of Health**

And

**Contractor's Name**

#### Property Address:

This Contract, made and entered into by and between the **Cuyahoga County Board of Health (“Board”)**, and **Contractors Name** (“Contractor”), located at **Address**.

- 1) **SCOPE OF WORK:** Contractor agrees to perform all terms and conditions in the attached Scope of Work, including Cuyahoga County Lead Remediation Specifications (the “Specifications”).
- 2) **EFFECTIVE DATE:** The Contract is binding and effective only as of the date both parties have signed the Contract and a written Proceed Order has been issued. If a Proceed Order is not issued within 90 calendar days of submission of the contractor’s proposal, the Board may elect to cancel the Contract.
- 3) **Termination:** Upon written notice to Contractor, this Contract will terminate upon the occurrence of any of the following events:
  - A. Failure for any reason by the Contractor to fulfill obligations under this Contract, including failure to fulfill the work, services, activities, and requirements as described in the Scope of Work;
  - B. Mutual agreement by the parties; or
  - C. Unexcused delay of performance.
- 4) **TIME FOR PERFORMANCE: Time is of the essence in the performance of this Contract in all aspects.** All work to be performed by the Contractor shall be completed in accordance with the Contract within sixty (60) calendar days after the date of the Proceed Order. If Contractor has not commenced work within thirty (30) days of the Proceed Order, Contractor must provide a written notice to the Board stating the date Contractor will commence work. Failure to provide this notice is grounds for the Board to cancel the Contract.
- 5) **WORK PRACTICES:** The Contractor will provide all labor, material and equipment necessary to complete all aspects of the work in the Contract. All materials and equipment must be installed in accordance with the manufacturer’s specifications and applicable warranties. All labor must be done by skilled mechanics, qualified and competent to perform the best grade of workmanship as

usually recognized in the building industry. The work must also comply with requirements of all current versions of applicable national, state and local regulations. Where there is a conflict between this Specification and the cited federal, state or local regulations or guidelines, the more restrictive or stringent requirements will prevail. The Board reserves the right to require Contractor to remove personnel from the job who are not performing their services in a workmanlike manner.

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

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

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

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

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

- 6) **COMPLIANCE WITH CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS:** Congress has enacted Pub. L. 112-239, January 2, 2013 which mandates a pilot program entitled, "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections." Pursuant to this law, the Contractor shall certify that it is in compliance with this law which certification shall verify that the Contractor did require all of its grantees, their subgrantees and subcontractors to:
1. Inform their employees working on any Federal award they are subject to the whistleblower rights and remedies of the pilot program;
  2. Inform their employees in writing of employee whistleblower protections under 41U.S.C. 4712 in the predominant native language of the workforce; and,
  3. Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

- 7) **SUBSTITUTIONS/CHANGES:** It is not the desire of the Board to exclude any products or materials of equal or greater merit to those specified herein. Trade names are designated to establish the quality desired. Contractors wishing to make substitutions under the provisions of “or equal,” will provide the Board with complete information and samples where required. All changes in the Contract (material, labor, etc.) must be approved in advance by the Board and Contractor on a written Change Order Document.
- 8) **SAMPLES:** The Contractor will furnish, for the approval of the Board, all samples as directed. The work must be in accordance with the approved samples.
- 9) **MATERIAL REMOVAL/RETAINAGE:** The Contractor must keep the premises clean and orderly during the course of the work and remove all debris upon completion of the work. Materials and equipment that have been removed as part of the work will belong to the Contractor unless otherwise stated in the Contract. New materials remaining after installation belong to the Contractor and may be given to the property owner at the discretion of the Contractor.
- 10) **UTILITIES:** The contract price is based on the Contractor using, at no cost, existing utilities such as light, heat, power and water necessary for the completion of the work.
- 11) **PERMITS/LICENSES:** All permits and licenses necessary for the completion and execution of the work must be secured and paid for by the Contractor. All work must be performed in conformance with all applicable federal, state, and local laws, regulations, codes, permits, and requirements. The Contractor assumes the risk of costs or fines associated with failure to comply with these requirements
- 12) **INSURANCE AND INDEMNIFICATION:** The Contractor must maintain insurance in sufficient amounts to protect the Board against claims under Worker’s Compensation Acts and other employee benefits acts, from claims for damages to property which may arise both out of and during operations under the Contract, whether such operations be by Contractor or by any Subcontractor or anyone directly or indirectly employed by either of them. Public liability insurance protecting the Contractor and the Board must be written for not less than \$1,000,000 per occurrence for injury to persons and not less than \$2,000,000 for damages to property. Additional pollution liability insurance for the lead remediation work will be required for not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate for injury to persons or damage to property. Certifications of proof of such insurance will be filed with the Board prior to executing the Contract. The Contractor will defend, indemnify, and hold harmless the Board, its officers and employees, for liability and claim for damages because of bodily injury, death, property damages, sickness, disease, or loss and expense arising from the Contractor’s operations under the Contract.
- 13) **SUPERINTENDENCE:** The Contractor must provide the Board with the name and

telephone number of one State Licensed Lead Abatement Contractor who will represent the Contractor and be responsible for all the Lead Remediation Work under this contract.

Name of State Licensed Abatement Contractor (Person):

Daytime Phone Number:

- 14) **INSPECTION OF WORK:** The Board or its inspector at all times will have access to the work. If the contract plans, instructions, law, ordinances, other applicable assistance program, or any public authority requires any work to be specifically inspected, tested or approved, the Contractor will give the Board timely notice. Hidden work that has not been inspected may be uncovered for examination at the Contractor's own expense. If such work should be found not in accordance with this contract the Contractor must pay such cost, including the hiring of one or more supplemental contractors to perform remedial work, at the Board's discretion.
- 15) **SUBCONTRACTING:** Because this work requires a State of Ohio Lead Abatement Contractor License, subcontracting of the work is not permitted without prior written consent of the Board.
- 16) **ANTI-KICKBACK RULES:** Salaries of architects, draftsmen, technical engineers, and technicians performing work under the Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 STT. 108; Title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276 c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under the Contract to insure compliance by Subcontractors with such regulations, and shall be responsible for the submission of affidavits required of Subcontractors thereunder except as the Secretary of Labor may specifically provide for variation of or exemption from the requirements thereof.
- 17) **EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of the Contract, the Contractor agrees as follows:
  - A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- C. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by the Contract so that such provisions will be binding upon each Subcontractor provided that the foregoing provisions shall not apply to Contracts or Subcontractors for standard commercial supplies or raw materials.
- D. The Contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous place available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development, or pursuant thereto, and will permit access to his books, records and accounts by the Secretary of Housing and Urban Development, or his designee, and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for future Government contractors or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

18) **DEFAULT AND TERMINATION FOR CAUSE:** In the event the Contract is terminated for cause, the Board, after notifying the Contractor, may proceed to have the work completed, and apply to the cost of having the work completed any money due to Contractor under the Contract. Contractor is be responsible for any damages resulting to the Board by reason of said termination.

19) **METHOD OF PAYMENT:** The amount of this contract is found on Page 9 of this agreement. The full amount of this contract will be paid in one lump sum upon completion of all work to the satisfaction of the property owner and the Board, and



receipt of a satisfactory written clearance report from the Cuyahoga County Department of Development. No advances or partial payments will be made.

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

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

The Contractor warrants that materials and equipment furnished under this Agreement will be of good quality and new unless the Contract Documents, require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Specifications and Contract Documents and will be free from defects, except for those inherent in the quality of the Work unless the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements, may be considered defective. The Contractor warrants its workmanship for a period of one (1) year after acceptance of the Work by the Board. This warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

- 21) **DEFECTS AFTER COMPLETION:** The Contractor shall guarantee the work performed for a period of twelve (12) months from the date of final acceptance of all work required by the Contract. Any defects that appear within this twelve (12) month period and arise out of defective or improper materials or workmanship shall be corrected and made good by the Contractor at his expense.
- 22) **INDEPENDENT CONTRACTOR:** No agency, employment, joint venture or partnership has been or will be created between the parties pursuant to the terms and conditions of this Contract. Inasmuch as the Board is interested in the Contractor's end product, the Board does not control the manner in which the Contractor performs this contract. The Board is not liable for the workers' compensation or unemployment compensation payments required by Ohio law. In addition, the Contractor assumes responsibility for all tax liabilities that result from compensation

paid to the Contractor by the Board. The Board will report any payment made under this contract to the Internal Revenue Service on Form 1099.

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

- 23) **DISPUTE RESOLUTION PROCESS:** Board and contractor agree that any dispute or claim concerning this agreement, the project or services provided, including whether or not the dispute or claim is arbitral, will be resolved in the following manner. First, notice of such dispute or claim must be submitted within seven (7) days of the date the dispute first arose. Notice shall be in writing and shall be sent to the other party at the place identified in Section 25 below. The dispute or claim shall be heard by the Board Contract Review Committee who will have thirty (30) to review and make a determination or achieve a satisfactory resolution. If not resolved, the Contractor must file the matter in arbitration as an administrative remedy prior to initiation of any claim for damages before a judicial tribunal.

Within ten (10) business days of the final decision of the Contract Review Committee, Contractor must submit the dispute or claim to arbitration as described in Article 24, below. The arbitration proceedings will be conducted under the American Arbitration Association, Commercial Arbitration Rules (the "Rules") in effect at the time a demand for arbitration under the Rules is made. Arbitration shall be filed and all hearings conducted in Cuyahoga County, Ohio. The decision of the arbitrators, including determination of the amount of any damages suffered, will be exclusive, final and binding on the Board and Contractor, their heirs, executors, administrators, successors and assigns.

- 24) **ARBITRATION:** In the event the referral to arbitration is not submitted within the time limits prescribed above, the dispute shall be considered resolved based upon the determination of the Contract Review Committee as may be applicable.

The arbitrator will conduct a hearing on the matter within the time allotted by the Rules. The parties will be afforded at hearing an opportunity to present their respective cases. Upon the close of the hearing, the arbitrator must render a decision within the limits provided in the Rules. The arbitrator must limit their decision strictly to the interpretation, application, or enforcement of the specific article(s) and section(s) of this Contract, and the arbitrator is without power or authority to make any decision:

A. Contrary to or inconsistent with or modifying or varying in any way the terms of this Contract or of applicable laws;

B. Limiting or interfering in any way with the powers, duties, or responsibilities of the Board under applicable law;

C. Limiting or interfering in any way with the powers, duties, or responsibilities of the Board under R.C. 3709.21 or state law;

D. Contrary to, inconsistent with, changing, altering, limiting, or modifying any lawful practice, policy, rule, or regulations presently or in the future established by the Board; or

E. Contrary to any provision of this Contract.

The arbitrator is without authority to recommend any right or relief on an alleged breach occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous contract, grievance, or practices. The arbitrator may not establish any new or different compensation not negotiated as part of this Contract except as specifically authorized herein. The arbitrator is without authority to render any decision on the merits of a arbitration that does not conform to the parties' negotiated arbitration procedure, including all time limits.

The question of arbitrability of a matter may be raised by either party before the arbitration hearing, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. In the event that an issue is raised concerning the jurisdiction of the arbitrator, or arbitrability, the issue will be tried and decided first. If the matter is determined to be arbitrable, a new arbitrator will be selected to decide the merits of the dispute. However, where the matter sought to be arbitrated has an immediate, actual, net value of less than \$3,500.00, exclusive of arbitration costs, the Board may decline to proceed to arbitration. In such a situation, the Board waives any legal defense that Contractor has failed to exhaust its administrative remedies.

The expenses of the arbitration hearing/arbitrator's fees will be equally split by the parties.

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

**TO THE BOARD:**

Cuyahoga County Board of Health  
Attention: Matt Johnson  
5550 Venture Drive  
Parma Ohio 44130

With a copy to:

Cuyahoga County Board of Health  
Attention: General Counsel  
5550 Venture Drive  
Parma Ohio 44130

**FOR THE CONTRACTOR:**

Contractor  
Attn:  
Address:  
City, State, Zip

26) **UNRESOLVED FINDING FOR RECOVERY:** Ohio Revised Code Section 9.24 prohibits the award of a contract to any Contractor against whom the Auditor of the State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of the award. By executing this contract, the Contractor warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under the Ohio revised Section 9.24. A Finding for Recovery will result in the immediate termination of this Agreement.

27) **PROHIBITED AFFILIATIONS; SUSPENSION AND DEBARMENT:** CONTRACTOR certifies, represents, and warrants that (a) none of the Contractor Parties is suspended and/or debarred from doing business with state and/or federal government programs and (b) all Contractor Parties have been cleared of debarment from the following websites, prior to executing this contract and/or providing the services described herein to the Board:

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

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

28) **EFFECT OF ELECTRONIC SIGNATURE:** By entering into this contract, Contractor agrees on behalf of itself, its officers, employees, subcontractors, subgrantees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by the Contractor and/or the Board may be executed by electronic means, and that the electronic signatures affixed by CCBH and/or the Contractor to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. Contractor also agrees to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

29) **INTERPRETATION:** This Agreement is interpreted according to the laws of the State of Ohio, regardless of its place of execution. Subject to the Arbitration requirements of this Contract, any actions, suits, or claims that may arise pursuant to this Contract must be brought in the state and Federal courts of Cuyahoga County.

30) **FEDERAL FUNDING:** This Agreement is conditional upon the availability of

federal, state, or local grant funds that are appropriated or allocated for payment of this Agreement. If funds are not allocated and available for the continuance of the function performed by the Contractor, the products or services directly involved in the performance of that function may be terminated by the Board. The Board will notify the Contractor at the earliest possible time of any products or services that will or may be affected by a shortage of funds. No penalty in law or equity may accrue to the Board in the event this provision is exercised, and the Board is not obligated or liable for any future payments due or for any damages as a result of termination under this section. Should HUD add additional conditions of award, the parties may mutually amend the contract language or terminate the agreement.

- 31) **SEVERABILITY:** If any provision of this Contract is found to be invalid or unenforceable, such determination will not affect the validity of the other provisions of this Agreement. Moreover, any provisions that should survive the expiration or termination will survive the expiration or termination of this agreement.
- 32) **AMENDMENT:** This Agreement shall not be modified except by the express written consent by both parties.
- 33) **WAIVER:** Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement will not constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.
- 34) **FORCE MAJEURE:** Neither party shall be liable for any delay nor failure to perform any duty or obligation it may have pursuant to this Agreement where such delay or failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the party's reasonable control.
- 35) **COUNTERPARTS:** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

\*\*\*\*\*

This section of this page left intentionally blank.

\*\*\*\*\*

**LEAD REMEDIATION CONTRACT SIGNATURE PAGE**

Property Address:

Contract Time of Performance: \_\_\_\_\_ through \_\_\_\_\_

This contract specifically includes all 32 paragraphs of Terms and Conditions listed above.

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

Having read the Terms and Conditions and having examined the attached specifications, for the considerations named therein, the Contractor agrees to do the work listed in the Cuyahoga County Lead Remediation Specifications, attached hereto and incorporated herein by reference, at the property address stated above and on the Lead Remediation Specifications, for the lump sum price not to exceed xxx Dollars and 00/100 (\$000.00).

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

**FOR THE BOARD:**

Approved as to form.

\_\_\_\_\_  
Roderick Harris  
Health Commissioner

\_\_\_\_\_  
John Mills  
General Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE CONTRACTOR:**

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Print name  
Date: \_\_\_\_\_

<b>Please initial in the right hand column next to each criteria met</b>	<b>INITIAL</b>
--	----------------

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

**Printed Name:** \_\_\_\_\_ **Company:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## APPENDIX 1-4

### CERTIFICATION OF COMPLIANCE WITH SECTION 3517.13 OF THE O.R.C. RFP #2025-03

CONTRACTS AWARDED TO INDIVIDUAL, PARTNERSHIP, OTHER UNINCORPORATED BUSINESS, ASSOCIATION (INCLUDING A PROFESSIONAL ASSOCIATION ORGANIZED UNDER CHAPTER 1785), ESTATE, OR TRUST MUST CONTAIN THE FOLLOWING CERTIFICATION:

Any contract for goods or services costing more than five hundred dollars must contain a certification by the contracting entity (vendor) that all of the following persons are in compliance with 3517.13(1)(1), limiting campaign contributions to the holder of the public office having the ultimate responsibility for the award of the contract:

- THE INDIVIDUAL
- EACH PARTNER OR OWNER OF THE PARTNERSHIP OR UNINCORPORATED BUSINESS
- EACH SHAREHOLDER OF THE ASSOCIATION
- EACH ADMINISTRATOR OF THE ESTATE
- EACH EXECUTOR OF THE ESTATE
- EACH TRUSTEE OF THE TRUST
- EACH SPOUSE OF ANY OF THE PRECEEDING PERSONS
- EACH CHILD SEVEN YEARS TO SEVENTEEN YEARS OF AGE OF ANY OF THE PRECEEDING PERSONS
- ANY COMBINATION OF THE PERSONS LISTED ABOVE

CONTRACTS A WARDED TO A CORPORATION OR BUSINESS TRUST (EXCEPT A PROFESSIONAL ASSOCIATION ORGANIZED UNDER CHAPTER 1785) MUST CONTAIN THE FOLLOWING CERTIFICATION:

Any contract for goods or services costing more than five hundred dollars must contain a certification by the contracting entity (vendor) that all of the following persons are in compliance with 3517. 13(J)(1), limiting campaign contributions to the holder of the public office having the ultimate responsibility for the award of the contract:

- EACH OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- EACH SPOUSE OF AN OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- EACH CHILD SEVEN YEARS TO SEVENTEEN YEARS OF AGE OF AN OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- ANY COMBINATION OF THE PERSONS LISTED ABOVE

It is hereby certified that all of the persons listed above are in compliance with section *3517.13(1)(1) or 3517.13(J)(1)* of the Ohio Revised Code.

IF CONTRACTING ENTITY IS A NONPROFIT CORPORATION ESTABLISHED UNDER ORC CHAPTER 1702, THE UNDERSIGNED CERTIFIES THAT SECTIONS 3517.13(1)(1) AND 3517.13(J)(1) ARE NOT APPLICABLE TO THE CONTRACTING ENTITY.

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



*Specs Approved 1/30/25 JH*

# CUYAHOGA COUNTY BOARD OF HEALTH

YOUR TRUSTED SOURCE FOR PUBLIC HEALTH INFORMATION

This is a quote request for the following project:

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

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

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

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

Tenant	Carter, Kimberly McLemore, Cedrick, 1451 East 135th St, Down, East Cleveland, OH 44112	Total Attachment # 1 \$ _____
Owner Occupied	Ne'Chelle L Taylor, 216-235-9616 1449 East 135th St Up, East Cleveland, OH 44112	Total Attachment # 2 \$ _____

**Total for all attachments:** \_\_\_\_\_ \$ \_\_\_\_\_

**Owner of Property: (if not indicated above)**  
**Ne'Chelle Taylor-216-235-9616**

**For Questions, Please Contact:**  
***Neil Ammons, Building Rehabilitation Specialist***  
Phone **216-698-2467**  
Cuyahoga County, Department of Development

**Contractor Submitting Quote:**  
**Company Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City, St, Zip:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Completed quote shall be emailed to Erica Burton at [eburtin@ccbh.net](mailto:eburtin@ccbh.net) or delivered to the Cuyahoga County Board of Health, 5550 Venture Dr. Parma, prior to the close of business on stated due date to be considered.

## **Board of Health Quote Request**

### **Lead Project Requirements:**

#### **Lead Hazard Control Guidelines**

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

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

#### **Worker Safety**

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

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

#### **Notification Requirements**

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

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

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

#### **Building Permit Requirements**

Contractors are required to register with the municipality. All permits or licenses necessary for the new construction or alteration to the structure must be obtained and submitted to the Cuyahoga County Board of Health. Permits are to be posted and visible from the street. No homeowner permits are allowed. Contractors are responsible for obtaining any progress or final inspections from the local building department. If applicable, contractor must obtain architectural board approval for all windows/coiling including: color, type, style and grid pattern.

#### **Guarantee**

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

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

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

All Products and materials shall be used and installed according to manufactures specifications and instructions.

Item	Specification	Quantity/Unit	Total Cost
------	---------------	---------------	------------

## Attachment # 1

### Lead

**1 Lead Project Protocol and Final Clearance:**

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

\*Clearance: The job site must be left clean and must pass final lead clearance inspection by the Cuyahoga County Board of Health. Cleaning performance standards can be found in the HUD Guidelines - Chapter 14, Cleaning: How to do it.  
<http://www.hud.gov/offices/lead/lbp/hudguidelines/Ch14.pdf>

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

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

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

1.00 Quantity                      \$ \_\_\_\_\_

**2 Interior Paint Stabilization:**

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

As Listed:

First Floor Dinning Room

\*\*Wall Baseboards-All

First Floor Living Room

\*\*Wall Baseboards-All

First Floor Kitchen

\*\*Wall Baseboards-All

\*\*Walls & Chair Rail-All

\*\*Door casings and jambs-All

\*\*Pantry, Inside Walls, Door and Trim. (Ensure door does not rub)

\*\*Ceiling, Repair Cracks before painting

Basement

\*\*Steel Center posts-All

1,000.00 Sq. Ft.                      \$ \_\_\_\_\_

Item	Specification	Quantity/Unit	Total Cost
------	---------------	---------------	------------

**Attachment # 1 (continued)**

**3 Install Standard Base, Wall Cabinets & Countertop:**

Materials: "Schrock" (Oak Tree),"Haas", "Cabincraft" or approved equal base and wall cabinetry. Formica laminated countertop. Owner to have input and styles and color.

This specification shall be completed in a lead safe manner following HUD Guidelines. Remove existing Kitchen cabinets. Repair or replace walls as needed. Install new cabinets with same configuration on walls and floor. All work to be level, plumb, and true. Fit closely and seal all holes and openings where pipes, wires and other materials may come through cabinets with removable material such as "Thumb Gum" to keep out vermin. Screw cabinets to each framing member. Caulk all seams where countertop meets walls.

\*\*Include New Sink, Faucet and all associated Plumbing  
 \*\*Include All associated electrical to meet current code

Owner to choose from available colors and styles

Pull permits-Install per city building code as needed

1-First Floor, Kitchen Cabinets (Straight-One Wall)-Remove tile Back-Splash

9.00 LF \$ \_\_\_\_\_

**4 Stairs prep & stabilize treads, risers and stringers:**

Wet scrape; all loose, peeling, blistered, cracked paint. Remove all hooks, nails, brackets, pipes, unused fixtures and attachments. Re-secure all loose wood prior to painting. Replace all defective and missing materials to ensure a sound surface. Feather edges to a dull gloss with wet sand paper. Caulk and fill holes level to existing surface with acrylic caulk or exterior grade spackling compound. Protect surrounding surfaces from paint spatter. FULL PRIME; treads, risers, and stringers and then paint to hide with acrylic paint. The owner shall have choice of available colors. After paint has dried, install full width vinyl tread on each step per manufacturer's specification.

**\*\*(Only if risers are present) Seal & Cover risers using common underlayment (1/4" sanded luan) mechanically fastened.**

Stairs, Side Landing to Basement

7.00 Per tread \$ \_\_\_\_\_

Item	Specification	Quantity/Unit	Total Cost
------	---------------	---------------	------------

**Attachment # 1 (continued)**

**5 Install Fiberglass Entry Door(s):**

Install new pre-hung, fiberglass door with new jamb, new casings, new threshold, new trim, new molding and all hardware. Include keyed lock and dead bolt set. Unless otherwise stated, the new door shall match existing in size and swing. Unless otherwise stated, owner shall be given choice of glass styles (or no glass at all) within budget of bid. Owner shall sign off on door selected before ordering. Door shall have peep-hole unless glass prevents installation. *Examples of acceptable fiberglass doors are (Therma-tru-Smooth-Star) or (Jeld-wen-Smooth-Pro).*

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

If door provides access to attached garage all applicable fire codes shall apply. Door shall be 1 hour fire rated with self closing hinges. Leave fire rating identification on door for inspector.

NOTE. Take picture of door with interior trim off to show jamb insulation was properly installed .

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

**NOTE DOOR BRAND:** \_\_\_\_\_

**NOTE DOOR SUPPLIER:** \_\_\_\_\_

- 1-Side A, Front Door to Down Unit
- 1-Side C, First Floor-Rear Door common hall to rear porch
- 1-Side C, First Floor-First floor kitchen to rear common hall (No Threshold)
- 1-Side D, Side Door to rear common hall

Install Burglar Strike Plates on ALL Doors

4.00 Quantity \$ \_\_\_\_\_

Item	Specification	Quantity/Unit	Total Cost
------	---------------	---------------	------------

**Attachment # 1 (continued)**

**6 Replace Exterior Security Door:**

Provide new pre-finished Security - storm door with screen and storm window. Door shall be 1¼ inch thick. (INCLUDE: ALL NEW HARDWARE - HINGE, DOOR PUMP, CRASH CHAIN, LATCH, LOCK AND HANDLE)

Remove and discard existing storm door. New door to be installed according to manufacturer's specifications and instructions unless otherwise indicated in writing. All state and local building codes shall also be observed. In addition, this project shall be completed in a lead safe manner following HUD guidelines. Fit and adjust storm door to ensure proper operation and latching. Swing to compliment exterior door. Caulk flange and adjust sweep to provide leak-free installation.

Pull Permits and obtain inspections as required by local building authority.

- 1-Side A, Front Door to Down Unit
- 1-Side C, First Floor-Rear Door common hall to rear porch
- 1-Side D, Side Door to rear common hall

3.00 Quantity \$ \_\_\_\_\_

Item	Specification	Quantity/Unit	Total Cost
------	---------------	---------------	------------

**Attachment # 1 (continued)**

**7 Install Vinyl Replacement Windows:**

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

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

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

**NOTE WINDOW BRAND:** \_\_\_\_\_

**NOTE WINDOW SUPPLIER:** \_\_\_\_\_

- 3-Side A, First Floor-Double Hung
- 4-Side B, First Floor-Double Hung
- 1-Side C, First Floor-Double Hung
- 4-Side D, First Floor-Double Hung
- 1-Side D, First Floor-Awning

13.00 Quantity \$ \_\_\_\_\_

Item	Specification	Quantity/Unit	Total Cost
------	---------------	---------------	------------

**Attachment # 1 (continued)**

**8 Vinyl Siding:**

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

Wrap all areas to be sided with Tyvek house wrap or an approved equal . Wrap to fit, no loose or bunched up material. Tape all seams to hold dust and chips in. House wrap material must be secured at all points. Application must prevent dust and chips from fall out. Overlap seams bottom over top.

Install fanfold insulation over Tyvek.

Install new siding and accessories over existing sided areas. Install vinyl or aluminum to all wood areas unless otherwise stated, including eaves, fascia, window lintels,sills and frames, Porch ceilings, support columns and caps. Installation shall be in accordance with manufacture's recommendation. Trim items include but are not limited to starter strip, finish strip, J-channel, F-channel, and corners (inside and outside ).

Owner has choice of available colors.

Any components impossible to side or coil such as exterior hand rails and balusters shall be scraped and painted using lead protocol.

Entire house

- \*\*Walls-All
- \*\*Trim-All
- \*\*Over Hangs
- \*\*Gutter Boards
- \*\*Both A & C Porches, Down and Up-Ceilings and walls complete
- \*\*Lattice-All

37.00 Square \$ \_\_\_\_\_

**9 Install Indoor - Outdoor carpet:**

Re-nail/ secure all lose wood prior to installation. Replace all defective, missing, and or rotten materials to ensure sound surface. Wet scrap loose and peeling paint then paint film stabilize . Install 1/4" wood underlayment marking the floor "Lead Paint Hazard" under each piece of underlayment. Cover underlayment with Ice and water shield. Install 100% high ultra-violet continuous Olefin Filament carpet with Minimum 5-year indoor warranty / 3 year outdoor warranty per manufactures instructions. 100% glue down on top of ice and water shield. Install metal L molding at all exposed edges.

1-First Floor Front Porch

34.00 SY \$ \_\_\_\_\_

<b>Lead Total \$ _____</b>
----------------------------



**Board of Health Quote Request**

Carter, Kimberly McLemore, Cedrick

1451 East 135th St, Down, East Cleveland, OH 44112

Item	Specification	Quantity/Unit	Total Cost
------	---------------	---------------	------------

<b>Total Attachment # 1</b>	\$ _____
-----------------------------	----------

Item	Specification	Quantity/Unit	Total Cost
------	---------------	---------------	------------

## Attachment # 2

### Lead

**1 Lead Project Protocol and Final Clearance:**

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

\*Clearance: The job site must be left clean and must pass final lead clearance inspection by the Cuyahoga County Board of Health. Cleaning performance standards can be found in the HUD Guidelines - Chapter 14, Cleaning: How to do it.  
<http://www.hud.gov/offices/lead/lbp/hudguidelines/Ch14.pdf>

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

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

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

1.00 Quantity                      \$ \_\_\_\_\_

**2 Interior Paint Stabilization:**

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

As Listed:

Kitchen

\*\*Pantry, Inside Walls, Door and Trim (Ensure door does not rub)

100.00 Sq. Ft.                      \$ \_\_\_\_\_

Item	Specification	Quantity/Unit	Total Cost
------	---------------	---------------	------------

**Attachment # 2 (continued)**

**3 Make Existing Interior Door(s) Lead Safe:**

This specification shall be completed in a lead safe manner following HUD Guidelines. Remove a minimum of one inch of paint from the perimeter of the doors surface that impacts the door stop. Remove all paint from door edges that may rub on door jamb. Wet scrape and wet sand paint to feather remaining paint to a smooth transition on both sides of the door slabs. Remove existing door stops and replace with new. Prime and paint with two coats the entire door assembly including; the door slab, jambs, stops, header, threshold, interior and exterior casing and all trim. Replace any damaged or missing hardware including the door hinges, lockset, and latch. Adjust and trim door to properly close without rubbing on any part of the jambs, header, threshold, or floor. Take pictures of stripped door edge as evidence it was properly completed.

As Listed:

2-Second Floor Bedroom Entry Doors  
 1-Second Floor Bathroom Door

3.00 Quantity \$ \_\_\_\_\_

**4 Install Standard Base, Wall Cabinets & Countertop:**

Materials: "Schrock" (Oak Tree),"Haas", "Cabincraft" or approved equal base and wall cabinetry. Formica laminated countertop. Owner to have input and styles and color.

This specification shall be completed in a lead safe manner following HUD Guidelines. Remove existing Kitchen cabinets. Repair or replace walls as needed. Install new cabinets with same configuration on walls and floor. All work to be level, plumb, and true. Fit closely and seal all holes and openings where pipes, wires and other materials may come through cabinets with removable material such as "Thumb Gum" to keep out vermin. Screw cabinets to each framing member. Caulk all seams where countertop meets walls.

\*\*Include New Sink, Faucet and all associated Plumbing  
 \*\*Include All associated electrical to meet current code

Owner to choose from available colors and styles

\*\*Include New Sink, Faucet and all associated Plumbing  
 \*\*Include All associated electrical to meet current code

Owner to choose from available colors and styles

Pull permits-Install per city building code as needed

1-Second Floor-Kitchen Cabinets (Straight-One Wall)-Remove tile Back-Splash

9.00 LF \$ \_\_\_\_\_

Item	Specification	Quantity/Unit	Total Cost
------	---------------	---------------	------------

**Attachment # 2 (continued)**

**5 Install Fiberglass Entry Door(s):**

Install new pre-hung, fiberglass door with new jamb, new casings, new threshold, new trim, new molding and all hardware. Include keyed lock and dead bolt set. Unless otherwise stated, the new door shall match existing in size and swing. Unless otherwise stated, owner shall be given choice of glass styles (or no glass at all) within budget of bid. Owner shall sign off on door selected before ordering. Door shall have peep-hole unless glass prevents installation. *Examples of acceptable fiberglass doors are (Therma-tru-Smooth-Star) or (Jeld-wen-Smooth-Pro).*

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

If door provides access to attached garage all applicable fire codes shall apply. Door shall be 1 hour fire rated with self closing hinges. Leave fire rating identification on door for inspector.

NOTE. Take picture of door with interior trim off to show jamb insulation was properly installed .

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

**NOTE DOOR BRAND:** \_\_\_\_\_

**NOTE DOOR SUPPLIER:** \_\_\_\_\_

- 1-Side A, First Floor Door to Second Floor Unit
- 1-Side A, Second Floor Door to Front Porch
- 1-Side C, Second Floor Door, Rear Common Hall to Rear Porch
- 1-Side C, Second Floor Kitchen to Rear Common Hall (No Threshold)

4.00 Quantity \$ \_\_\_\_\_

Item	Specification	Quantity/Unit	Total Cost
------	---------------	---------------	------------

**Attachment # 2 (continued)**

**6 Replace Exterior Security Door:**

Provide new pre-finished Security - storm door with screen and storm window. Door shall be 1¼ inch thick. (INCLUDE: ALL NEW HARDWARE - HINGE, DOOR PUMP, CRASH CHAIN, LATCH, LOCK AND HANDLE)

Remove and discard existing storm door. New door to be installed according to manufacturer's specifications and instructions unless otherwise indicated in writing. All state and local building codes shall also be observed. In addition, this project shall be completed in a lead safe manner following HUD guidelines. Fit and adjust storm door to ensure proper operation and latching. Swing to compliment exterior door. Caulk flange and adjust sweep to provide leak-free installation.

Pull Permits and obtain inspections as required by local building authority.

- 1-Side A, First Floor Door to Second Floor Unit
- 1-Side A, Second Floor Door to Front Porch
- 1-Side C, Second Floor Door, Rear Common Hall to Rear Porch

3.00 Quantity                      \$ \_\_\_\_\_

Item	Specification	Quantity/Unit	Total Cost
------	---------------	---------------	------------

**Attachment # 2 (continued)**

**7 Install Vinyl Replacement Windows:**

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

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

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

**NOTE WINDOW BRAND:** \_\_\_\_\_

**NOTE WINDOW SUPPLIER:** \_\_\_\_\_

- 3-Side A, Second Floor-Double Hung
- 2-Side A, Attic-Double Hung
- 1-Side B, Second Floor-Awning
- 4-Side B, Second Floor-Double Hung
- 1-Side C, Second Floor-Double Hung
- 1-Side C, Second Floor-Attic
- 1-Side D, Attic Stair Landing-awning
- 1-Side D, Second Floor Stair Landing-Double Hung
- 4-Side D, Second Floor-Double Hung
- 1-Side D, Second Floor-Awning

19.00 Quantity      \$ \_\_\_\_\_

Item	Specification	Quantity/Unit	Total Cost
------	---------------	---------------	------------

**Attachment # 2 (continued)**

**8 Flat Roof Tear off and Install new roof:**

Remove existing roofing and haul away.  
 Check sheathing, re-nail.  
 Install new glass base or other approved base and Modified Bitumen on decking. Manufactures installations instructions must be followed.  
 Install new drip edge on all edges.

1-Side A, Second Floor-Front Porch  
 \*\*Repair Hole on Right Side

3.00 SQ \$ \_\_\_\_\_

**9 Replace Gutters and downspouts:**

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

1-House

300.00 LF \$ \_\_\_\_\_

<b>Lead Total \$ _____</b>
----------------------------

<b>Total Attachment # 2 \$ _____</b>
--------------------------------------