

**Auction**

**U.S. Government Property**

# North Appalachian Experimental Watershed Research Facility

28850 State Route 621  
Fresno, Ohio



**Online Auction**  
**Opening Date August 15, 2016**  
**IFB No. CHICA116014001**

The U.S. General Services Administration Invites You To Participate  
In The Online Auction Of

**North Appalachian Experimental Watershed  
Research Facility**  
IFB Number: CHICA116014001

This property is located on State Route 621 in Coshocton County, Fresno, Ohio.

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at [RealEstateSales.gov](http://RealEstateSales.gov).

**Auction Summary**

Sale Type: **Online Auction**  
Start Date: **Aug. 15, 2016, 2pm Central Time**  
End Date: **Based on Bidding**  
Starting Bid: **\$500,000**  
Registration Deposit: **\$25,000**  
Bid Increment: **\$20,000**

**Sales Information**

Arthur T. Ullenberg  
Phone: (312) 353-6039  
E-mail: arthur.ullenberg@gsa.gov

**Online Auction**

[RealEstateSales.gov](http://RealEstateSales.gov)

Register and submit your bid

**Online Auction Assistance**

Arthur T. Ullenberg  
Phone: (312) 353-6039  
E-mail: arthur.ullenberg@gsa.gov

**Send Bid Form and Registration**

**Deposit to:**

U.S. General Services Administration  
Real Property Utilization and Disposal (1PZ)  
10 Causeway Street, Room 1010  
Boston, Massachusetts 02222  
Attn: Lawanda Maryland

**Property Disposal Web Page**

<http://propertydisposal.gsa.gov>

Click on Ohio to view and download Property Sales information.

**Inspection Opportunity:**

To be announced at <http://realestatesales.gov>

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# PROPERTY DESCRIPTION

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## 1. LOCATION

The property is located at 28850 State Route 621, Fresno, Ohio 43824.

## 2. SALE DESCRIPTION

The property was built in the 1930s to study water conservation and consists of approximately 631 acres and 21 buildings with a total of approximately 70,000 square feet.

## 3. LEGAL DESCRIPTION

State of Ohio, County of Coshocton, Township of White Eyes, Sections 4, 5, 6 and 7, Township 7, Range 5, Township of Crawford, Section 25, Township 7, Range 5, United States Military Lands.

## 4. TAX PARCEL ID

Property Identification Nos.: 042-10200003-00, 042-10200004-00, 042-10200005-00, 042-10200006-00, 042-10200007-00, 042-10200008-00, 042-10200010-00, 009-00530051-00

Taxing Authority: Coshocton County, Ohio

Coshocton County Auditor  
349 Main Street  
Coshocton, Ohio 43812  
Phone: (740) 622-1243

## 5. HISTORICAL INFORMATION

The property is eligible for listing in the National Register of Historic Places. Historic preservation covenants will be incorporated into the Quitclaim Deed. See Page 20, Paragraph 9, Historic Preservation Covenants. **Additional information is contained in the “Cultural Resources Literature Review for the North Appalachian Experimental Watershed Research Facility, located in White Eyes Township, Coshocton County, Ohio,” by Catherine Gullet, EMH&T, dated May 17, 2013, and can be downloaded from the property’s sales page at [realestatesales.gov](http://realestatesales.gov) under “Additional Documents” and listed as “Cultural Resources Review.”**

## 6. ENVIRONMENTAL INFORMATION

Information regarding asbestos, lead-based paint, and polychlorinated biphenyls (PCBs) is included in the Notices and Covenants beginning on page 18.

## 7. EASEMENTS

Subject to all reservations, restrictions, rights, covenants, servitudes, licenses, and easements, recorded and unrecorded.

# GENERAL TERMS OF SALE

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## 1. DEFINITIONS

The terms described in paragraphs A through Z below shall have the meanings set forth therein.

### A. ACCEPTED BID

The term "Accepted Bid" refers to a Bid that the Government elects to accept.

### B. ADDITIONAL DEPOSIT

The term "Additional Deposit" is defined in the Additional Deposit and Transaction Closing Section of the Instructions to Bidders portion of this IFB.

### C. AGREEMENT OF SALE

The "Agreement of Sale" is defined in the Agreement of Sale Section of the General Terms of Sale portion of this IFB.

### D. AS-IS

The term "As-Is" means that the Government is selling, and the Bidders are offering to purchase the Property in whatever condition it presently exists, and that the Purchaser will accept the Property "with all faults", whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

### E. AUCTION

The term "Auction" is defined in the Type of Sale Section of the Instructions to Bidders portion of this IFB.

### F. BACKUP BIDDER

The term "Backup Bidder" refers to the Bidder whose Bid is determined by the Government to be the second most advantageous Bid, as determined by the Government.

### G. BID

A "Bid" is an offer to purchase the Property subject to the terms and conditions of this IFB for an amount of money designated by the Bidder.

### H. BID INCREMENT

The "Bid Increment" is a specified amount of money posted on the Website.

### I. BIDDER(S)

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the Property.

J. BIDDER REGISTRATION FORM

The term “Bidder Registration Form” refers to the form titled “Bidder Registration for Purchase of Government Property.”

K. CLOSING DATE

The “Closing Date” is defined in the Tender of Payment and Delivery of Instrument of Conveyance Section of the General Terms of Sale portion of this IFB.

L. EIN

The term “EIN” refers to an entity’s Employer Identification Number.

M. GOVERNMENT

The term “Government” refers to the United States of America, and is used interchangeably with “Grantor.”

N. GSA

The term “GSA” refers to the United States General Services Administration, a federal agency.

O. HIGH BID

The term “High Bid” refers to the Bid offering the highest amount of money. The Website identifies the High Bid as either the “Current Winning Bid” or the “Current Bid.”

P. INACTIVITY PERIOD

The “Inactivity Period” is defined in the Auction Close Section of the Instructions to Bidders portion of this IFB.

Q. INITIALLY ANTICIPATED CLOSE OF AUCTION

The “Initially Anticipated Close of Auction” is defined in the Auction Close Section of the Instructions to Bidders portion of this IFB.

R. INVITATION FOR BIDS

The terms “Invitation for Bids” and “IFB” refer to this document and the following items that are a part hereof: the Property Description; General Terms of Sale; Specific Terms of Sale; Instructions to Bidders; Bidder Registration Form for Purchase of Government Property. Any exhibits and/or forms that are attached hereto are hereby incorporated herein by reference. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the Auction, those addenda and amendments shall be part of the IFB.

S. PROPERTY

The term “Property” refers to the property or properties described in the Property Description of this IFB.

T. PURCHASE PRICE

The "Purchase Price" is the amount of money offered in the Accepted Bid.

U. PURCHASER

The term "Purchaser" refers to the Bidder of the Accepted Bid, and is used interchangeably with "Grantee."

V. REGISTRATION DEPOSIT

The term "Registration Deposit" is defined in the Bidder Registration and Deposit Section of the Instructions to Bidders portion of this IFB.

W. SSN

The term "SSN" refers to a Social Security Number.

X. TIN

The term "TIN" refers to a Tax Identification Number.

Y. WHERE-IS

The term "Where-Is" means that the Government is selling, and the Bidders are offering to purchase the Property in whatever location it presently exists.

Z. WEBSITE

The term "Website" refers to the GSA Auctions® website, [GSAuctions.gov](https://www.gsauctions.gov), which has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at [RealEstateSales.gov](https://www.realestatesales.gov).

## 2. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property are based on information available to the GSA, Office of Real Property Utilization and Disposal (1PZ) and are believed to be correct. Any error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the Agreement of Sale, or claim by Purchaser for allowance, refund, or deduction from the Purchase Price.

## 3. INSPECTION

- A. The Website will be updated to include any dates on which the Property will be open for inspection.
- B. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a Bid. The failure of any Bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a Bid after the start of the Auction. **No one will be allowed access to the Property without the presence of a GSA employee or designee.**

#### **4. AGREEMENT OF SALE**

This IFB and the Accepted Bid shall constitute an agreement for the sale of the Property by and between the Purchaser and the Government (the “**Agreement of Sale**”). The Agreement of Sale shall constitute the entire agreement and understanding between the Purchaser and the Government and no oral statements or representations made by, for, or on behalf of either party shall be a part of the Agreement of Sale. The Agreement of Sale shall not be amended, modified, revised or otherwise altered except by a written instrument signed by both the Purchaser and the Government. In addition, the Purchaser shall not transfer or assign the Agreement of Sale or any or all of the Purchaser’s interest therein without the prior, express written consent of the Government, which consent may be withheld by the Government in its sole and absolute discretion. Any assignment made without such consent shall be void.

#### **5. CONDITION OF PROPERTY**

The Government is offering the Property for sale “**AS IS**” AND “**WHERE IS**”, disclaims any and all express or implied warranties and specifically makes no warranties of title, habitability, merchantability, suitability, and fitness for any purpose. This includes, but is not limited to, representations or warranty concerning the title, zoning, development potential, character, condition, size, quantity, quality, and state of repair of the Property. Unless otherwise expressly provided in this IFB, the Government makes no agreement or promise to alter, improve, adapt, or repair the Property. Each Bidder shall rely solely on its own due diligence investigation in determining to place a Bid. The Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for any particular purpose.

#### **6. ZONING**

Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the Bidder. The Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any Agreement of Sale.

#### **7. RISK OF LOSS**

As of the date of conveyance of the Property, the Purchaser shall assume all obligations and liabilities of ownership to the Property including, without limitation, sole responsibility for the care and handling of the Property and all loss and/or damage related to the same (including, without limitation, the buildings and/or improvements located thereon), and no claim for any allowance or deduction upon such grounds will be considered after the close of the Auction. In the event of any damage or loss to the Property prior to conveyance of the Property to the Purchaser, the Government shall have the right to terminate the Agreement of Sale. In the event of such termination, the Government will return to the Purchaser all funds previously delivered by the Purchaser to the Government, and thereafter the Government shall have no further liability to the Purchaser.

#### **8. TAXES, ASSESSMENTS AND OTHER COSTS**

As of the date of conveyance of the Property, the Purchaser shall assume responsibility for all general and special real and personal property taxes and/or other assessments.

## **9. REVOCATION OF BID AND DEFAULT**

In the event of revocation of a Bid prior to acceptance of an Accepted Bid, or in the event of revocation of a Bid after acceptance of an Accepted Bid, or in the event of any default by the Purchaser in the performance of the Agreement of Sale, or in the event of failure by the Purchaser to consummate the transactions contemplated by the Agreement of Sale, the Government shall have the right, in its sole discretion: (a) to require the forfeit of the Registration Deposit and the Additional Deposit (if applicable) to the Government, following which, the Bidder or Purchaser, as the case may be, shall be relieved from further liability and obligations; or (b) to avail itself of any and all legal or equitable rights which it may have under law.

## **10. GOVERNMENT LIABILITY**

If the Government accepts a Bid and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, then unless otherwise expressly provided in this IFB, the extent of the Government's liability to the Purchaser shall be strictly limited to all amounts of money Purchaser has paid to the Government without interest whereupon the Government shall have no further liability to the Purchaser.

## **11. TITLE**

If a Bid is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

## **12. EASEMENTS, ENCROACHMENTS AND RESERVATIONS**

The Property will be sold subject to: (a) any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties including, without limitation, any and all such covenants, reservations, easements, restrictions, encroachments, and rights for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads, and other rights-of-way, and (b) any easements, reservations, rights, and covenants reserved by the Government herein.

## **13. COVENANT AGAINST CONTINGENT FEES**

The Purchaser warrants that he or she has not employed or retained any person or agency that is not a "bona fide established commercial agency" (described below) to solicit or secure acceptance of a Bid upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right, in sole discretion, to terminate the Agreement of Sale without liability and/or, in addition to any relief available to the Government pursuant to the "Revocation of Bid and Default" Section above, to recover from the Purchaser an amount equal to the amount of such commission, percentage, brokerage, or contingent fee. A "bona fide established commercial agency" has been construed to include a licensed real estate broker engaged in the business generally. In the event the Purchaser has employed or retained a bona fide established commercial agency in connection with this IFB, the Purchaser warrants that any fee or commission due to the same shall be borne solely by the Purchaser.

#### **14. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE**

- A. The closing date of the sale (the “**Closing Date**”) will be set by the Government and will be no later than ninety (90) calendar days after acceptance of the Accepted Bid. Notwithstanding the prior sentence, the Government reserves the right to extend the Closing Date for a reasonable amount of time.
- B. By the Closing Date, the Purchaser shall tender to the Government the balance of the Purchase Price in the form of a cashier’s check, certified check, or electronic wire transfer. Upon confirmation that Purchaser’s funds have been received by the Government and are to the satisfaction of the same, the Government will deliver to the Purchaser the instrument or instruments of conveyance. Possession of the Property will be assumed by the Purchaser as of the date of conveyance of the Property.

#### **15. DELAYED CLOSING AND PURCHASER’S REQUEST TO DELAY**

- A. The Purchaser shall pay interest on the outstanding balance of the Purchase Price at the rate described in the next sentence if the completion of the transactions contemplated in this IFB is delayed, and the delay is caused, directly or indirectly, by the Purchaser’s action or inaction and not by any action on the part of the Government. The interest rate shall be computed and begin accruing, as of the date of acceptance of the Accepted Bid, based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%).
- B. Any request by the Purchaser to extend the Closing Date is subject to the prior written approval of the Government. The Government reserves the right to refuse any such request. However, if the Government grants such request, the Government reserves the right to impose additional terms and conditions on any such grant.

#### **16. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING**

- A. All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser’s own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.
- B. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser’s expense.
- C. A conformed copy of the recorded quitclaim deed shall be provided by the Purchaser to GSA, within five (5) business days after recording, at the following address:

U.S. General Services Administration  
Real Property Utilization and Disposal (1PZC)  
230 South Dearborn Street, Room 3774  
Chicago, Illinois 60604  
Attn: Arthur T. Ullenberg

#### **17. OFFICIALS NOT TO BENEFIT**

No member or delegate to the Congress or resident commissioner shall be admitted to any share or part of the Agreement of Sale or to any benefit that may arise therefrom, but this provision shall

not be construed to extend to the Agreement of Sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property.

## **18. ANTITRUST LAWS**

The Agreement of Sale may be transmitted to the Attorney General of the United States for advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any Bid in unfavorable advice is received from said Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

# INSTRUCTIONS TO BIDDERS

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## 1. AUCTION START DATE

The auction opens on August 15, 2016 at 2:00 p.m. (Central Time).

## 2. TYPE OF SALE

The sale of the Property will be conducted through an online auction on the Website (the "Auction").

## 3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. The Purchaser must arrange their own financing and pay the balance of the Purchase Price in full by the Closing Date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of the Property for financing.

## 4. STARTING BID

The starting bid is \$500,000.00. Such amount does not represent the value of the Property but rather provides a reasonable starting point for the Auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all Bids.

## 5. BIDDER REGISTRATION AND DEPOSIT

A. Bidder registration is a three-step process. All steps must be fully completed in the manner described below.

1) Complete Online Registration

- a) Bidders must register online at the Website. Once on the Website, click on "Register," establish a Username and Password, and provide the requested account information. A Username and Password are used to register online and to place Bids. The required password must be between eight and fifteen characters. Each Bidder will be asked to read and agree to the terms and conditions of the Website, which GSA hereby reserves the right to change. **Notwithstanding the above, each Bidder understands that the terms and conditions of this IFB shall govern in the event of any conflict between the terms and conditions of the Website and the terms and conditions of this IFB.** A Bidder who previously registered on the Website can login using the Username and Password that such Bidder previously established. It is the Bidder's responsibility to establish its Username and Password on the Website. In the event a Bidder forgets their Username or Password, or both, or is locked out from the Website, GSA staff cannot assist in retrieving a lost or forgotten Username and/or Password.
- b) A Bidder may register on the Website as either an individual or as an entity provided, however, that the Bidder information submitted as a part of the registration on the Website must be the same information provided on the Bidder Registration Form. Any request to change the name of the Purchaser after acceptance of any Bid may be withheld or granted by the Government in its sole and absolute discretion. If an individual wishes to Bid on the Property as both an individual and as the authorized representative of an entity, such Bidder must ensure that the individual and the entity are separately registered and, thereafter, place Bids accordingly.

- c) In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the TIN must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to Bid without providing a TIN. A TIN is defined as an individual's SSN or a business entity's EIN. If a Bidder registers as an individual, his or her SSN will be validated with such individual's name and address. If a Bidder registers as an entity, its EIN will be validated with such entity's name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only to verify the data submitted by the Bidder and for any refund of the Registration Deposit.
- d) A credit card validation process will be conducted to prevent potential fraudulent bidding activity and to ensure that Bidders are prepared to accept responsibility for their bidding activity. **The credit card information provided as part of the online registration process is used strictly for validation purposes. The Website does not automatically charge credit cards on file.**
- e) For more information and assistance with the online registration process, please go to the Website.

2) Complete Registration Form

Bidders must complete and submit the official Bid Form titled "Bidder Registration Form that accompanies this IFB. All information and certifications requested thereon must be provided. Any Bidder Registration Form that fails to furnish all required information or certifications may be summarily rejected. The Bidder Registration Form must be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the Bidder Registration Form. The Bidder Registration Form must be signed and dated. Additional Bidder Registration Forms are available upon request or Bidders may photocopy and/or print the form that accompanies this IFB.

3) Provide Registration Deposit

- a) A deposit in the amount of \$25,000.00 (the "**Registration Deposit**") must accompany a Bidder Registration Form. Registration Deposits must be provided in the form of a cashier's check, certified check, or credit card (Visa, MasterCard, Discover or American Express). Notwithstanding the prior sentence, if the Registration Deposit for the Property is greater than \$49,999.99, a credit card cannot be used to provide the Registration Deposit. Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration." If a Registration Deposit will be paid by credit card, Bidders must also provide the requested credit card information under the portion of the Bidder Registration Form titled "Registration Deposit." The Registration Deposit cannot be made via the Website. All Registration Deposits paid by cashier's check or certified check will be deposited with the U.S. Treasury, in a non-interest bearing account, promptly following the Government's receipt of the same.
- b) Only upon verification of your Registration Deposit will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury in a non-interest bearing account immediately upon receipt.

- B. To complete the Bidder registration process, send the completed Bidder Registration Form, along with the Registration Deposit, to:

U.S. General Services Administration  
Office of Real Property Utilization and Disposal (1PZ)  
10 Causeway Street, Room 1010  
Boston, Massachusetts 02222  
Attn: Lawanda Maryland

- 1) If the Registration Deposit is to be paid by credit card, the Bidder Registration Form can also be submitted to GSA by fax at (617) 565-5720.
- C. At such time that the Bidder completes the online registration process on the Website, GSA receives the fully completed Bidder Registration Form, and GSA verifies the Bidder's Registration Deposit is received and in satisfactory form, the Bidder will be allowed to participate in the Auction.
- D. It is the responsibility of the Bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the Auction until the entire registration process is complete.
- E. Registration may occur any time prior to the close of the Auction. The Government, however, makes no representation or guarantee that a Bidder's registration will be completed prior to the announced date and time for the anticipated close of the Auction. Therefore, Bidders are encouraged to register before the Auction opens.
- F. In the event a party completes the Bidder registration process, but never places a Bid on the Website, such party will be entitled to a refund of its Registration Deposit.

## **6. BIDDING IN GENERAL**

- A. After successful completion of the registration process described above, Bidders are permitted to participate in the Auction. Registered Bidders may place Bids by following the instructions on the Website. By submitting a Bid through the Website, each Bidder agrees that its Bid is a binding offer to purchase the Property. This means that Bidders are legally bound by any and all Bids submitted using such Bidder's Username and Password.
- 1) The Website provides up-to-date information on a Bidder's bidding status. A Bidder can check their bidding status by clicking on the "Bid History" section of the Website.
- B. Bids received through the Website are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and any other time indicated, displayed, or otherwise stated or represented by a Bidder.
- C. Bids must be submitted without contingencies.
- D. The Website does not permit any party that is currently in default for non-payment or non-removal of items under any GSA auction to place a Bid. Once such party cures their default (and has registered to become a Bidder in accordance with the terms of this IFB), the Bidder will be permitted to place a Bid on the Website.

## **7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION**

- A. Bidders are strongly encouraged to monitor bidding activity on the Website. Bids are immediately posted on the Website upon receipt. If a Bidder does not have the High Bid and the Auction has not closed, that Bidder can place another bid. Bids cannot be lowered or

cancelled provided, however, that a Bidder can decrease the maximum amount of its proxy Bid to the extent and in the manner described in the Flat Bidding and Proxy Bidding; Increasing a Bid Online section below.

- B. If a Bid is not accurately shown on the Website, call GSA at (617) 565-5700. Bidders are urged to pay close attention to the Website which will contain new, revised, and useful information regarding the High Bid, the Bid Increment, and the closing date of the Auction. It is each Bidder's responsibility to monitor the Website for any updates to the Property and the IFB.

## **8. FLAT BIDDING AND PROXY BIDDING; INCREASE A BID ONLINE**

- A. The Website allows Bidders to place flat Bids or proxy Bids:
  - 1) A flat Bid is a Bid with an amount that is at least the then lowest amount that the Website will allow to be placed in order to participate in the Auction. This means that a flat Bid will be either: (i) an amount that is at least the starting amount of the Auction (if a Bidder is the first Bidder to place a Bid); or (ii) an amount that is at least the then current High Bid plus the Bid Increment. This amount will not increase unless such Bidder manually submits another Bid on the Website.
  - 2) Proxy bidding provides a Bidder with the ability to submit a Bid with a maximum amount that a Bidder is willing to pay for the Property, provided, however, that such maximum amount must be greater than the then current High Bid plus the Bid Increment. Note that such maximum does not need to be a numeric multiple of the Bid Increment, but must be a whole dollar amount. If a Bidder uses proxy bidding, the Website will automatically incrementally Bid on that Bidder's behalf to keep that Bidder's Bid as the then current High Bid until such maximum amount is reached. This means that, in certain instances, an amount greater or lesser than the Bid Increment may be placed by the Website. The maximum amount that a Bidder includes in their proxy Bid is not disclosed to other Bidders.
- B. If a Bidder selects to receive e-mail notifications during registration, the Website will provide notification to such Bidder if its Bid is no longer the then current High Bid. If a Bidder desires to submit another Bid, he or she can submit another flat Bid or reset its maximum Bid amount under their proxy Bid until such time that the Auction closes. The Registration Deposit will apply to all subsequently placed Bids.
- C. When two proxy Bids compete, the proxy Bid containing the higher maximum amount that a Bidder is willing to pay for the Property will surpass the proxy Bid containing the lesser maximum amount that a Bidder is willing to pay for the Property even if the higher maximum amount does not exceed the lesser maximum amount by the full Bid Increment. In such a case, this means that the higher maximum amount of the proxy Bid will be placed. In the event an amount under a proxy Bid equals the amount placed by a flat Bid, the proxy Bid will be deemed to have surpassed the flat Bid and the Website will place the amount of the proxy Bid in a manner that indicates such priority.
- D. A Bidder may increase or decrease its maximum amount under its proxy Bid at any time provided, however, that a Bidder may not decrease its maximum amount below the then current High Bid plus Bid Increment. If a Bidder's Bid is the then current High Bid, increasing such Bidder's maximum amount under its proxy Bid will not increase such High Bid unless and until another Bid is placed.
- E. **All Bids must be made on the Website. The Government reserves the right to modify the Bid Increment at any time prior to the close of the Auction.**

## 9. TRANSMISSION AND RECEIPT OF BIDS

- A. The Government will not be responsible for any failure attributable to the inability of the Bidder to transmit a Bid or the inability of the Government to receive a Bid for whatever reason. Failure to receive a Bid may include, but is not limited to the following:
- 1) Receipt of a garbled or incomplete Bid.
  - 2) Availability or condition of the sending or receiving electronic equipment.
  - 3) Incompatibility between the sending and receiving equipment and software.
  - 4) Malfunctioning of any network, computer hardware, or software.
  - 5) Delay in transmission or receipt of a Bid.
  - 6) Failure of Bidder to properly identify the Bid.
  - 7) Security of Bid data.
  - 8) Inability of Bidder to enter a Bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
  - 9) Unavailability of GSA personnel.
- B. If a Bid is not accurately shown or you cannot enter a Bid on the Website, call GSA at (617) 565-5700 for assistance.
- C. The Website will NOT be available during the following system maintenance windows:
- Saturday: 5:00 a.m. to 8:00 a.m. CT
  - Sunday: 6:00 a.m. to 10:00 a.m. CT
- D. The Website may NOT be available during the following system maintenance window:
- Wednesday: 5:00 a.m. to 6:30 a.m. CT

## 10. AUCTION CLOSE

- A. Posting of the Initially Anticipated Close of Auction. The Government will post on the Website a date and time on which the Auction is anticipated to close (the “**Initially Anticipated Close Date**”). Such posting will be made at least three business days prior to the Initially Anticipated Close Date. At the time of such posting, the time remaining prior to the Initially Anticipated Close Date will be shown on a “countdown clock” on the Website.
- B. Inactivity Period and Closing of Auction. In order for the Auction to close, the High Bid must remain unchallenged for twenty-four (24) hours (the “**Inactivity Period**”). The Inactivity Period will be posted on the Bidding Details section of the Website for the Property, after the announcement of the Initially Anticipated Close Date. If a new High Bid is received within the Inactivity Period or if the maximum amount that a Bidder is willing to pay for the Property under a proxy Bid is changed within the Inactivity Period, the Auction will extend for an additional twenty-four (24) hours promptly after posting of the new High Bid or changing of such maximum amount under a proxy Bid. The “countdown clock” will adjust accordingly to show the time remaining prior to the new anticipated close of the Auction. Each time a new High Bid is placed during an Inactivity Period or such maximum amount under a proxy Bid is changed during an Inactivity Period, the Auction will extend for an additional twenty-four (24) hours promptly after posting of the new High Bid or changing of such maximum amount

under a proxy Bid. If the High Bid remains unchanged for a full twenty-four (24) hour Inactivity Period, the Auction will close. **The Auction will be permitted to close on any day (including weekends and Federal Holidays), but will not close during those periods when the Website is closed for system maintenance as noted above.**

- C. **Bidders are responsible for monitoring the Website for the posting of the Initially Anticipated Close Date, the Inactivity Period, and any adjustments to the time and date of the anticipated close of the Auction.**

## **11. CONTINUING OFFERS**

Each Bid received shall be deemed to be a continuing offer to purchase the Property until the earlier of: (a) 60 calendar days after the close of the Auction; or (b) the Bid is accepted or rejected by the Government. If the Government desires to accept any Bid after the expiration of such 60 calendar day period, the consent of the appropriate Bidder shall be obtained prior to such acceptance. Notwithstanding the foregoing, the Bid of the Backup Bidder shall be deemed to be a continuing offer to purchase the Property for the period of time that the Government retains the Registration Deposit of the Backup Bidder, as further described in the "Backup Bidder" section below.

## **12. GOVERNMENT'S RIGHT TO ACCEPT A BID**

Following the close of the Auction, the Government shall have the right (but not the obligation) to accept a Bid that is most advantageous to the Government as determined by the Government in its sole and absolute discretion. Notwithstanding the foregoing, the amount of the Bid will be the premiere factor used by the Government in determining whether to accept a Bid and, unless another factor raises a concern as to the validity of the High Bid at the close of the Auction and/or the ability of the Bidder of such High Bid to complete the transactions contemplated by this IFB, it will be the only factor used.

## **13. BID EXECUTED ON BEHALF OF BIDDER**

- A. If the Bidder Registration Form is executed by an attorney or agent on behalf of the Bidder, it shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the Bidder.
- B. If the bidder is a corporation, the Certificate of Corporate Bidder, included in this IFB, must be executed and accompany the Bidder Registration Form. Such certificate must be executed under the corporate seal of the Bidder by a duly authorized officer of the corporation other than the officer signing the Bidder Registration Form. In lieu of the Certificate, there may be attached to the Bidder Registration Form, copies of so much of the records of the corporation as will show the official character and authority of the officer signing the Bidder Registration Form, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
- C. If the Bidder is a partnership and all partners sign the Bidder Registration Form with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the Bidder Registration Form, then the names of all those except limited partners must be furnished on the Bidder Registration Form and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the Bidder Registration Form on behalf of the partnership.
- D. If the Bidder is a limited liability company, a Certificate of Corporate Bidder, included in this IFB, must be completed and executed by the manager of the limited liability company, and accompany the Bidder Registration Form.

#### **14. NOTICE OF ACCEPTANCE OR REJECTION**

Notice by the Government of acceptance or rejection of the Bid shall be deemed to have been sufficiently given when faxed or mailed to the Bidder or their duly authorized representative at the fax/phone number or address indicated in the Bidder Registration Form. Rejection of a Bid shall also be deemed to have been sufficiently given upon the refund of a Registration Deposit, as described in the Refund of Registration Deposits section below. The processing of a Registration Deposit by the Government shall not, in itself, constitute acceptance of any Bid. The Government reserves the right to reject any or all Bids or portions thereof for any reason.

#### **15. AUCTION SUSPENSION OR CANCELLATION**

The Government reserves the right to temporarily suspend or cancel the Auction for any reason (or no reason) without accepting any Bid and, further, has the right to resume the Auction or start a new auction at any time. In the event of a temporary suspension of the Auction due to technical problems or other bidding issues, the Government will re-open bidding with the High Bid that was posted to the Website immediately prior to the occurrence of such problems or issues, and allow the Auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale of the Property and/or Auction at any time and Registration Deposits will be returned to Bidders without interest or further obligation by the Government.

#### **16. ADDITIONAL DEPOSIT AND TRANSACTION CLOSING**

Within seven (7) business days of acceptance of the Accepted Bid, the Purchaser agrees to deposit an additional amount (the "**Additional Deposit**") in the form of a certified check or cashier's check, which when added to the Registration Deposit, will equal at least ten percent (10%) of the Purchase Price. Failure to provide the Additional Deposit will result in a default and forfeiture of the Registration Deposit. At the time of closing, all monies paid by the Purchaser will be credited, without interest, towards the Purchase Price.

#### **17. REFUND OF REGISTRATION DEPOSITS**

- A. Registration Deposits accompanying Bids that are rejected will be refunded to Bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by EFT. Bidders will be required to provide GSA with a TIN to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a SSN or an EIN. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund. Registration Deposits provided by credit card will be credited to the same account number provided.
- B. The Registration Deposit received from the Backup Bidder will be held in the manner described in the section immediately below. The Registration Deposit of the Bidder with the Accepted Bid will be held in accordance with the Agreement of Sale. All other Registration Deposits will be processed for refunds after the close of the Auction, or upon written request to withdraw from the Auction, unless the Bidder is the first or second highest Bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete. Refunds to a credit card will usually be processed within three business days.

## **18. BACKUP BIDDER**

- A. The Government may elect to accept the Bid of the Backup Bidder if the Bidder of the originally Accepted Bid is unable to fully complete the transactions according to the terms and conditions of this IFB including, without limitation, if such Bidder fails to provide the Additional Deposit. The Backup Bidder's Registration Deposit may be retained, at the Government's discretion, without interest, until the Bidder of the originally Accepted Bid completes the transactions. If the Government elects to accept the Bid of the Backup Bidder, then the Backup Bidder becomes the Purchaser under the Agreement of Sale.
- B. The Registration Deposit of the Backup Bidder will be returned in the event the Government does not elect to accept the Bid of the Backup Bidder. In the event that the Government is unable to complete the transaction with both the Bidder of the originally Accepted Bid and with the Backup Bidder, the Government reserves the right to consider the remaining Bid(s) and accept any of the same if it is in the best interest of the Government, as determined by the Government in its sole discretion provided, however, that the Government will use the same evaluative factors described in the Government's Right to Accept a Bid section above.

## **19. ADDITIONAL INFORMATION**

GSA will make reasonable efforts to answer requests for additional information concerning the Property to facilitate preparation of Bids.

## **20. BIDDER RESPONSIBLE FOR UNDERSTANDING THE IFB AND THE AUCTION**

Each Bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to the acceptance of a Bid by the Government. Bidders are strongly encouraged to review the information pertaining to the Property on the Website. Bidders understand and agree that any notices of changes to the terms of the IFB and/or the Auction are satisfactory when made available on the Website.

## **21. WAIVER OF INFORMALITIES OR IRREGULARITIES**

The Government may, at its election, waive any minor informality or irregularity in Bids received.

# NOTICES AND COVENANTS

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**1. ENVIRONMENTAL CONSIDERATIONS.** The Quitclaim Deed by which the property will be conveyed will include the following language:

Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States of America gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply: (a) in any case in which Grantee, its successors or assigns, or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; or (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successors or assigns, or any party in possession after the date of this conveyance that either: (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; or (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that: (a) the associated contamination existed prior to the date of this conveyance; and (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successors or assigns, or any party in possession.

Reservation of Right of Access. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

**2. NOTICE OF THE PRESENCE OF ASBESTOS—WARNING!** The Quitclaim Deed by which the property will be conveyed will include language similar to the following:

- a. The Purchaser is warned that the property offered for sale may contain asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the U.S. Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency

(EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

b. Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. More particularly, bidders are invited, urged and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist bidders in obtaining any authorization(s) that may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property including, without limitation, any asbestos hazards or concerns.

c. No warranties, either express or implied, are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after its opening.

d. The description of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property is based on the best information available to the disposal agency and is believed to be correct, but any error or omission, including, but not limited to, the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

e. The Government assumes no liability for damages for personal injury, illness, disability, or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property that is the subject of this sale, whether the Purchaser, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

f. The Purchaser further agrees that, in its use and occupancy of the property, it will comply with all Federal, state, and local laws relating to asbestos.

**3. NOTICE OF LEAD BASED PAINT FOR RESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978.** The Quitclaim Deed by which the property will be conveyed will include the following language:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.

**4. RISK ASSESSMENT AND INSPECTION.** The Government prepared a risk assessment and a lead-based paint inspection in accordance with 40 CFR 745.227 for Building 18, "Gault Residence." **See "Inspection and Testing for the Presence of Lead at Former Gault Residence, North Appalachian Experimental Watershed Site, Fresno, Ohio," Alfred Benesch and Company, dated April 22, 2013, that is found after page 28 of this IFB.** Bidders are encouraged to review this document and any other reports identified by the Government on the Lead-Based Paint Disclosure Form found in this IFB.

Although a complete set of documents will be provided to the Purchaser prior to closing, each bidder is strongly encouraged to review the risk assessment and any other reports prior to submitting a bid.

Bidders are required to abate pursuant to a risk assessment that is no more than twelve (12) months old at the time the abatement project begins. Bidders are warned that if more than twelve (12) months have elapsed from the date on the Government's risk assessment to the time when the onsite preparation activities for the abatement commence, the risk assessment must be made current by the Purchaser prior to the commencement of such activities, at no cost to the Government.

**5. INSPECTION BY BIDDER.** Bidders may conduct their own inspection or perform a risk assessment for the presence of lead-based paint and/or lead based paint hazards at any time prior to submitting a bid. Before entering the Property, the bidder must first make arrangements with the individual identified to contact for inspection of the Property. The bidder is invited to take as much time as necessary to conduct such inspection or assessment prior to the deadline for submission of the bid. Bidders are encouraged to conduct any inspections and assessments early in the process, since the bid opening will not be delayed to accommodate completion of such inspections and assessments.

**6. LEAD HAZARDS PAMPHLET.** In order to fully understand the risk and hazards associated with the presence of lead-based paint and lead-based paint hazards, bidders are encouraged to review the pamphlet *Protect Your Family From Lead In Your Home* that is found after page 28 of this IFB. GSA encourages every bidder to review this pamphlet prior to submitting a bid.

**7. DISCLOSURE FORM.** Each successful bidder will be required to complete and execute the appropriate portions of the form entitled *United States of America ("Seller") Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards* that is found on Page 26 of this IFB, and submit the form prior to the transaction closing.

**8. ABATEMENT AND CLEARANCE.** The Purchaser shall abate all lead-based paint hazards in accordance with 40 CFR 745.227 and other applicable laws and regulations prior to the occupancy of any residential improvements prior to 1960. Title shall be conveyed to the Purchaser in a Quitclaim Deed that elaborates on these requirements. The Purchaser shall ensure that a clearance examination is performed in accordance with 40 CFR 227(e) and 24 CFR 35.1340(c) through (f), by a person certified to perform risk assessments or lead-based paint inspections. The examination must indicate that the clearance samples meet the standards set forth in 24 CFR 35.1320(b)(2). The Purchaser shall provide the landholding agency and GSA with an executed Certificate of Completion of Lead Abatement prior to said occupancy, a copy of which is set forth in this IFB. The Purchaser must attach to the Certificate a copy of the clearance report, prepared by a person certified to perform risk assessments or lead-based paint inspections and in accordance with 40 CFR 745.227(e)(10). Purchaser shall indemnify the United States for any claims or losses arising from Purchaser's use of improvements built before 1960 that have not been abated by the Purchaser in accordance with the IFB and Quitclaim Deed. See form on page 27 of this IFB.

**9. HISTORIC PRESERVATION COVENANT.** The Quitclaim Deed by which the property shall be conveyed will include the following language:

The Property is eligible for listing on the National Register of Historic Places as a historic district. The Property also has two barns that are considered to be individually eligible for listing on the National Register of Historic Places. In addition, the Property may contain archaeological resources. The historical significance of the Property is identified in the *Inventory and Evaluation of Historic Buildings and Structures at the North Appalachian Experimental Watershed, Coshocton County, Ohio*, by Roy A. Hampton, Donald M. Durst, and Charissa Y. Wang, dated 1998 (hereinafter referred to as the "NAEW Survey" and, while not appended hereto, shall be maintained by the Grantee and be deemed incorporated herein). The Grantee, in accepting this Deed, acknowledges and accepts the following conditions and covenants:

(1) Grantee shall maintain and preserve the Property in accordance with the recommended approaches in *The Secretary of the Interior's Standards for Treatment of Historic Properties* (Technical Preservation Services for Historic Buildings, National Park Service) in order to preserve and enhance the distinctive materials, features and spaces that make the Property eligible for inclusion in the National Register of Historic Places.

(2) When rehabilitation is the appropriate treatment, Grantee shall rehabilitate the Property in accordance with the recommended approaches in *The Secretary of the Interior Standards for Treatment of Historic Properties, Standards for Rehabilitation* (Technical Preservation Services for Historic Buildings, National Park Service) in consultation with and approval by the Ohio State Historic Preservation Office (the "SHPO"). Rehabilitation is appropriate when repair and replacement of deteriorated features is necessary or when alteration or additions to the Property are planned.

(3) Distinctive materials, features, finishes, construction techniques and examples of craftsmanship that characterize the Property shall be preserved.

(4) No alterations or physical or structural changes shall be made to the architecturally and/or historically significant features of the Property, including the coloring or surfacing of the Property, without prior consultation with and express written approval signed by a fully authorized representative of the SHPO. Ordinary and necessary repairs and maintenance not materially affecting such features shall not be considered alterations. Approval for interior alterations shall be required only for changes to be made to features that contribute to the significance of the Property as identified in the NAEW Survey. This covenant shall be construed to preserve and protect the qualities which caused the Property to be made eligible for inclusion in the National Register of Historic Places.

(5) The Grantee will properly maintain the Property and protect it against deterioration. The Grantee will not permit the Property to fall into a serious state of disrepair or to remain in a serious state of disrepair so as to materially impair the integrity of the Property or historic district.

(6) Prior to authorizing any project involving ground-disturbing activity at the Property including but not limited to construction, mineral extractions, installation of drainage tile or utility lines, or agricultural tilling below the current plow zone, Grantee shall contact the SHPO and the Delaware Nation Cultural Preservation Office to enter into consultations to determine the appropriate steps to be taken to protect any archaeological resources that may be affected by the project. Such consultation may result in an archaeological survey in the area of activities in order to determine whether avoidance of such archaeological resources should be actively considered.

(7) The SHPO shall be permitted at all times to inspect the Property in order to ascertain if the above conditions are being observed.

(8) In the event that the Property, or any associated historic artifact associated with the Property ceases to be maintained in compliance with the covenants, conditions and restrictions set forth in this section, in addition to any remedy now or hereafter provided by law, the SHPO may, following reasonable notice to Grantee, institute suit to enjoin said violation or to require restoration of the Property.

(9) The covenants, conditions and restrictions contained herein shall be inserted by the Grantee verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property.

(10) The Grantee agrees that the SHPO may, at its discretion, without prior notice to the Grantee, convey and assign all or part of its rights and responsibilities contained herein to a third party.

(11) The failure of the SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

(12) The covenants, conditions and restrictions set forth in this Historic Preservation Covenant shall constitute a binding servitude upon the Property and shall be deemed to run with the land.

**10. ENDANGERED SPECIES.** The Quitclaim Deed by which the property shall be conveyed will include the following language:

Endangered and threatened species of animals have been identified in Coshocton County, Ohio, including the Indiana bat, fanshell, clubshell, purple cat's paw pearly mussel, rabbitsfoot, sheepsnose, snuffbox, and the rayed bean. Grantee, its successors and assigns, agree it shall comply with all Federal, state, and local laws pertaining to endangered species.

**11. POLYCHLORINATED BIPHENYLS.** Bidders are notified that ballasts associated with fluorescent lighting may contain polychlorinated biphenyls (PCB). To the best of the Government's knowledge, any such PCBs do not currently pose a threat to human health and the environment. Unprotected or unregulated exposure to PCBs is regulated by the EPA and OSHA and has been associated with certain diseases. Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property, including any PCB hazards or concerns. No warranties, either express or implied, shall be given with respect to the condition of the Property including, without limitation, whether the Property does or does not contain PCBs or is or is not safe for a particular purpose. The Government will assume no liability for damages for personal injury, illness, disability, or death to the Purchaser, or to its successors, assigns, employees, invitees, or to any other person subject to the Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with PCBs on the Property, whether or not the Purchaser, its successors or assigns, has or have properly warned or failed to properly warn the individual(s) injured. The Purchaser further agrees that, in its use and occupancy of the Property, it will comply with all Federal, state, and local laws relating to PCBs.

**BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF  
GOVERNMENT REAL PROPERTY**

**Property Name: Watershed Research Fac.**

**Property Address: Fresno, Ohio**

**Sale/Lot Number: CHICA116014001**

**REGISTRATION DEPOSIT: \$25,000.00**

**USERNAME:** \_\_\_\_\_  
(as established at RealEstateSales.gov)

**Bidder Information:** Please print or type legibly.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_@\_\_\_\_\_

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Page 15, Paragraph 13, Bid Executed on Behalf of Bidder for instructions:

- An individual \_\_\_\_\_
- A partnership consisting of \_\_\_\_\_
- A limited liability partnership consisting of \_\_\_\_\_
- A corporation, incorporated in the State of \_\_\_\_\_
- A limited liability company \_\_\_\_\_
- A trustee, acting for \_\_\_\_\_
- Other \_\_\_\_\_

**Registration Deposit (check one):**

By certified or cashier's check made payable to the **U.S. General Services Administration**

TIN or SS# \_\_\_\_\_ (please provide to expedite refund)

By Credit Card: \_\_\_\_\_ Exp: \_\_\_\_/\_\_\_\_ CSC/CVC \_\_\_\_\_

Visa

MasterCard

Discover

American Express

Name of Bidder as it appears on credit card \_\_\_\_\_

**Certification and Authorization**

The undersigned bidder will be bound by any and all bids placed online at <http://www.realestatesales.gov> for the purchase of the property described in Invitation for Bids No. CHICA116014001 (the "IFB"). The undersigned bidder hereby certifies that it has read and understands the terms and conditions of the IFB and that any bid placed online at the above referenced website will be made subject to the IFB and any and all amendments to the same. This Bidder Registration Form for Purchase of Government Real Property is also made subject to the terms of the IFB, and any and all amendments to the IFB. If a bidder is providing the Registration Deposit (as such term is described in the IFB) by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account be debited the full amount of the Registration Deposit, as specified in the IFB. In the event the bidder becomes the Purchaser (as such term is defined in the IFB), the Registration Deposit will be applied towards the purchase price for the Property. In the event the bidder is not the Purchaser, the Registration Deposit will be refunded to the bidder as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected only to register a bidder for the sale of Government property and to provide a proper refund of the Registration Deposit.

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

**Send Registration Form with Registration Deposit to:**

U.S. General Services Administration  
Office of Real Property Utilization and Disposal (1PZ)  
10 Causeway Street, Room 1010  
Boston, Massachusetts 02222  
Attn: Lawanda Maryland

FAX: (617) 565-5720 (if deposit by credit card)

# CERTIFICATE OF CORPORATE BIDDER

## North Appalachian Experimental Watershed Research Facility

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or Other Title)

of the corporation/organization named as bidder in the Bidder Registration Form for Purchase of Government Property (the "Form"); that \_\_\_\_\_ signed  
(Name of Authorized Representative)

the Form on behalf of such bidder as the \_\_\_\_\_ of  
(Official Title)

said corporation/organization; that the Form was duly signed for and on behalf of said corporation/organization by authority of its governing body and is within the scope of its corporate powers; and that any bid placed for the purchase of the property is authorized by said corporation/organization and within the scope of its corporate/organization powers.

\_\_\_\_\_  
(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

## ELECTRONIC FUNDS TRANSFER (EFT) ENROLLMENT FORM

**Use this form to enroll in Direct Deposit of your federal payment from the  
U.S. General Services Administration**

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Depositor Account Number					
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**FAX to GSA Real Property Utilization and Disposal at (617) 565-5720  
FAX to Real Property Utilization and Disposal Finance at (816) 823-5507**

**UNITED STATES OF AMERICA ("SELLER") DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

**Description of Real Property for Sale**

The real property is located at 28850 State Route 621, Fresno, Ohio and known as Building 18, "Gault Residence" (the "Property") and is being sold pursuant to the terms and conditions set forth in GSA INVITATION FOR BIDS (IFB) No. CHICA116014001 to \_\_\_\_\_ (the "Purchaser").

**Lead Based Paint Hazard Warning Statement**

*Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.*

**Seller's Disclosure**

Seller is aware that the Property was built before (circle): 1978  1960

The Property may contain lead-based paint. Seller has provided the Purchaser with access to all available records and reports (collectively "Records") pertaining to lead-based paint and/or lead-based paint hazards at the Property. The Records include: Inspection and Testing for the Presence of Lead at Former Gault Residence, North Appalachian Experimental Watershed Site, Fresno, Ohio 43824, dated April 22, 2013.

Risk Assessment/ Paint Inspection (required for housing built before 1978):  Yes or  No  
Other Records: \_\_\_\_\_

**Purchaser's Acknowledgment**

Purchaser acknowledges that Purchaser has received copies of all information listed above. Purchaser has received the pamphlet "Protect Your Family From Lead In Your Home." In addition, Purchaser has received an opportunity (at least ten days) to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, and exercised or waived that right.

For housing built before 1960, Purchaser agrees to abate any lead-based paint hazards, at no cost to the United States of America, prior to allowing residential occupancy of the Property. In addition, the Purchaser agrees to provide the Seller and the Agent a fully executed Certificate of Completion of Lead Abatement prior to such occupancy.

Purchaser hereby acknowledges receipt of the above information, opportunity to perform a risk inspection and assessment, and the obligation to abate lead hazards from housing built before 1960 before occupancy: (initial/date)

**Agent's Acknowledgment**

The United States General Services Administration acted as Agent for the Seller in this transaction. The Agent informed the Seller of Seller's obligations under 42 U.S.C. 4852d and is aware of its compliance responsibilities.

Agent hereby acknowledges discharging its responsibility: (initial/date)

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
**SELLER**  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
**PURCHASER**  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
**AGENT**

CERTIFICATE OF COMPLETION OF LEAD ABATEMENT

Property (inclusive of Improvements): "Gault Residence", North Appalachian Experimental Watershed Research Facility (the "Property").

Sale Number: CHICA116014001 (the "Sale").

Name and Address of Purchaser \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mark appropriate boxes with an "X".

\_\_\_\_ Purchaser certifies that lead hazards were abated and that the following statements are true:

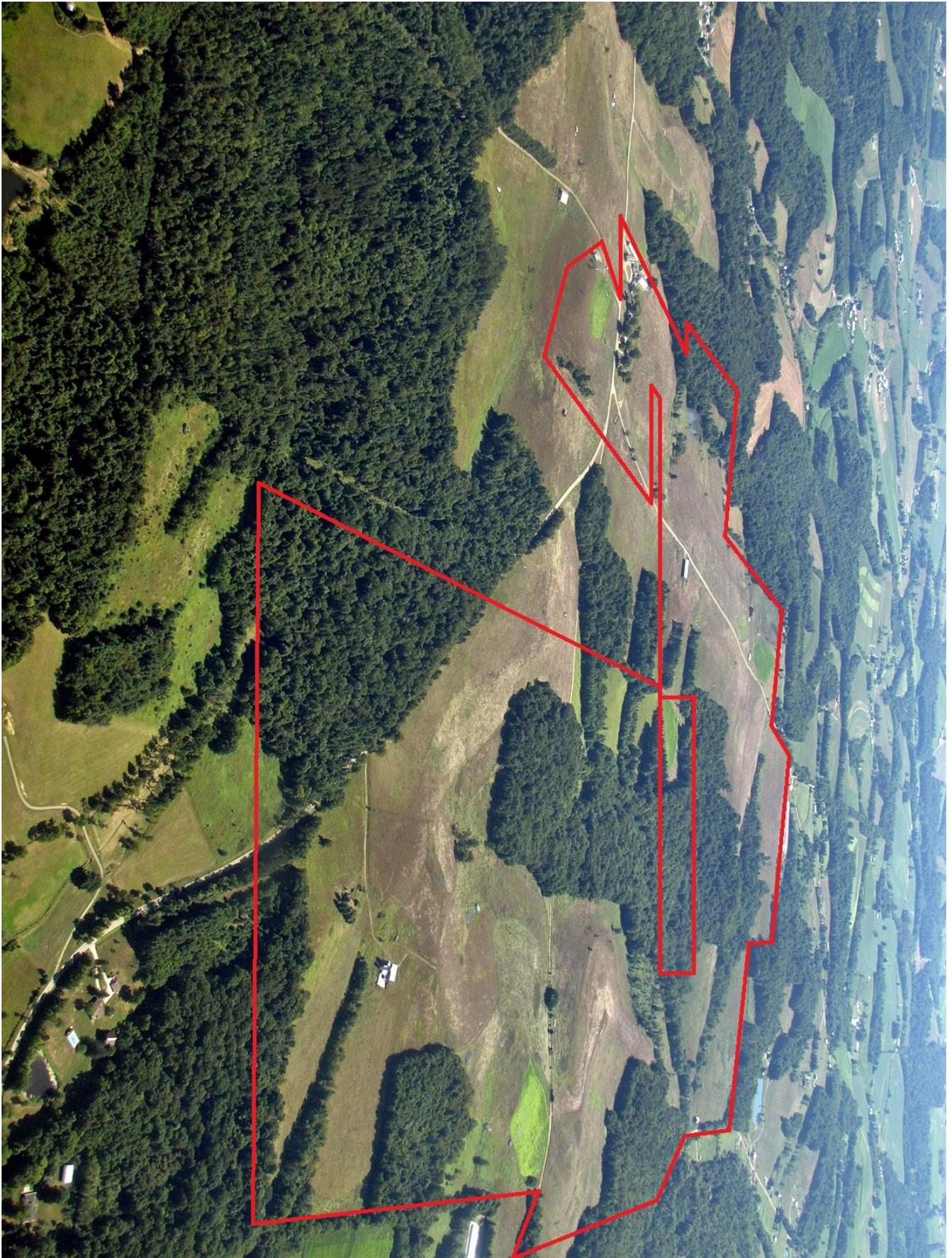
1. All lead-based paint hazards were abated from the Property in accordance with 40 CFR 745.227(e) and other applicable laws and regulations prior to the occupancy of any residential Improvements.
2. No more than 12 months elapsed from the date on the Government's risk assessment to the time when onsite preparation activities for the abatement commenced, or the risk assessment was made current by the Purchaser prior to the commencement of such activities, at no cost to the Government.
3. A clearance examination was performed in accordance with 40 CFR 745.227(e) and 24 CFR 35.1340 (c) through (f), by a person certified to perform risk assessments or lead-based paint inspections. The examination reveals that clearance samples meet the standards set forth in 24 CFR 35.1320(b)(2).
4. A true and correct copy of the clearance report, prepared by a person certified to perform risk assessments or lead-based paint inspections and in accordance with 40 CFR 745.227(e)(10), is attached.

\_\_\_\_ Purchaser hereby certifies that the Property will not be occupied as a residence.

\_\_\_\_ Purchaser hereby certifies that pre-1960 housing will not be used as a residence and will be demolished, in accordance with local laws and regulations.

*Under penalty of perjury, the Purchaser hereby declares that the foregoing statements are true and correct to the best of his or her knowledge and belief.*

By: \_\_\_\_\_  
(Print Name \_\_\_\_\_) Date



# **INSPECTION AND TESTING FOR THE PRESENCE OF LEAD AT**

**Former Gault Residence  
North Appalachian Experimental Watershed Site  
Fresno, Ohio 43824**

**PREPARED FOR MR. Ralph Jesse**

**United States Department of Agriculture  
Agriculture Research Service  
28850 State Route 621  
Fresno, Ohio 43824**

**April 22, 2013  
Benesch Project # 00150387.01**



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## 1.0 EXECUTIVE SUMMARY

Alfred Benesch and Company (Benesch) is pleased to provide this report on the testing conducted at:

Former Gault Residence  
North Appalachian Experimental Watershed Site (NAEW)  
Fresno, Ohio 43824

All work was performed for:

Mr. Ralph Jesse  
United States Department of Agriculture  
Agricultural Research Service  
28850 Route 621  
Fresno, Ohio 43824  
309-258-0698

Benesch Representative Mr. Benjamin Tuthill was onsite from Wednesday, April 10, 2013 through Thursday, April 11, 2013 to perform testing of interior and exterior building materials for the presence of Lead.

Lead testing was performed utilizing the Innov-X Systems Alpha model XRF (X-ray Fluorescence) equipment (Serial # 8829). All building materials were tested in a representative manner.

At the time of the inspection, the former Gault Residence was vacant. All furnishings had been removed and all utilities had been shut off. According to Mr. Jesse, the building was going to be demolished.

Tested materials included but were not limited to: walls, registers, ceilings, doors (interior and exterior), door frames (interior and exterior), window frames (interior and exterior), window sills, window sashes, cabinets, stairs, exterior siding, downspouts and CMU block.

### **Lead was identified in the following building components:**

- **Stained wood door frame from the Kitchen (Room 3) to the east vestibule (Room 4)**
- **Wood walls and ceiling painted grey and yellow around the stairs to the Basement (Room 11)**
- **Exterior Vinyl siding painted white**
- **Exterior CMU blocks under vinyl siding painted white**
- **Exterior wood soffit painted white (Assumed due to inaccessibility/height from ground)**

## **2.0 SCOPE OF WORK**

Per the approved work plan dated February 2013, the scope of work for the lead-based paint testing was:

A licensed Lead Based Paint Inspector shall test interior and exterior painted surfaces at the former Gault residence with a portable x-ray florescent spectrum analyzer (XRF) for the presence of lead based paint. Based on the results of the XRF testing a licensed Lead Based Paint Inspector will evaluate whether lead based paint is present on any painted surface at levels that could pose a potential risk to human health or the environment.

## **3.0 SAMPLING STRATEGY/METHODOLOGY**

Lead testing was performed in general accordance with the guidelines of the applicable federal and state regulations including:

- The U.S. Department of Housing and Urban Development Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing – Chapter 7 Lead-Based Paint Inspection
- 40 CFR Part 745 Subpart E: Lead; Requirements for Lead-Based Paint Activities in Target Housing and Child Occupied Facilities; Final Rule (EPA's Renovate, Repair and Painting Rule)

The former Gault residence is a two story farm house with an unfinished Basement. The building is constructed with CMU block and plaster walls. The windows are vinyl framed. The exterior of the former residence has vinyl siding. Per the instruction of USDA representatives, Mr. Jesse and Mr. Jim Hampton, the materials under the existing finishes were not identified nor tested. The residence has an approximate construction date of 1935.

Prior to performing any testing, Mr. Tuthill, drew line sketches of the residence including the exterior and each interior floor. The street/front side of the building was identified on the line sketches as “Side A”. The identification proceeded clockwise around the exterior of the building labeling the sides on the line sketch alphabetically and progressively.

Upon completing the alphabetical identification of the exterior sides, Benesch proceeded to the interior of the residence and begin identifying each room or room equivalent working clockwise from Side A of the residence. Each interior room or room equivalent was identified on the line drawings by number and usage (if applicable), e.g. Den (1), Stairs (2), Kitchen (3) etc. Numbers were progressive in nature and did not repeat. When identifying rooms or room equivalents on other floors of the interior, numbering proceeded progressively from the previous numbered room.

After completing the room identification, Mr. Tuthill identified the testing combinations in each room. Testing combinations are unique combinations of the room or room equivalent, building component type (e.g. wall, window sill, doorframe, etc.) and substrate material (e.g. wood, steel, wall board, etc.)

Lead testing was performed utilizing the Innov-X Systems Alpha model XRF (X-ray Fluorescence) equipment (Serial # 8829). All building materials were tested in a representative manner based on color and substrate.

The XRF was calibrated by testing standardized paint films at the beginning and end of the testing episode as well as every four (4) hours during the testing episode to assure the equipment was reading in the appropriate range.

All positive samples were re-tested in the same location as well as different locations along the same feature.

The Innov-X Systems Alpha model XRF has an inconclusive range of between 0.6 and 1.1 mg/cm<sup>2</sup> when testing leaded materials. Results occurring within this designated range were re-tested for accuracy. If the result of the second test remained in the inconclusive range, the instrument is unable to make a determination if the material contains lead. The test results for the following materials fell into the inconclusive range for the XRF:

- ❖ None of the results fell into the inconclusive range.

#### **4.0 REGULATORY LEVELS AND REQUIREMENTS SUMMARY**

The EPA and the United States Department of Housing and Urban Development have defined Lead-based paint as any paint or other surface coatings that contain lead in concentrations greater than 1.0 milligrams per square centimeter (mg/cm<sup>2</sup>) when utilizing X-ray Fluorescence (XRF) equipment or more than 0.5% by weight.

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 the United States Environmental Protection Agency and include standard warning language in leases or sales contracts to ensure that parents have the information they need to protect children from lead-based paint hazards.

The EPA's RRP Rule (40 CFR Part 745 Subpart E) requires the following for child occupied facilities (Any building or portion of a building constructed prior to 1978 which is visited regularly by the same child six (6) years of age or younger, two days or more any given week with each visit totaling six or more hours or at least 60 hours in one year):

- The area being renovated, repaired or painted greater than 6 square feet on interior surfaces or 20 square feet on exterior surfaces shall either be tested by a certified Lead Inspector/Risk Assessor to determine if Lead-based paint is present or the materials are assumed to contain Lead-based paint and the work shall be performed by a certified Renovator utilizing Lead-safe work practices. (If less than 6 square feet interior or 20 square feet of exterior painted surfaces are to be disturbed, the RRP rule does not apply)
- The OWNER is required to distribute the EPA's Lead pamphlet or renovation notices to an adult representative of the child occupied facility before the renovation starts. If informational signs are to be posted about the renovation, the signs must be posted where they will be seen, describe the nature, location(s) and dates of the renovation and be accompanied by the Lead pamphlet or information on how parents or guardians can obtain a free copy of the pamphlet.
- The OWNER is required to obtain confirmation of receipt of the Lead pamphlet from the adult representative or a certificate of mailing from the post office.
- When performing renovation activities where Lead is proven or assumed to be present, Lead-safe work practices must be followed.
- All records shall be maintained for a minimum of three years.

If actions are taken to specifically eliminate the identified Lead hazards, the work is considered Lead-based paint abatement. All activities associated with this work must be performed by individuals and firms certified to perform Lead activities in the state of Ohio and in accordance with all applicable federal, state and local regulations.

## **5.0 SUMMARY OF LEAD-BASED PAINT SURFACES**

Please refer to attached table for a summary of materials testing positive for Lead-based paint.

5.0 - Summary of Lead-Based Paint Surfaces

Reading	Date	Time	Mode	Floor	Room	Direction	Feature	Substrate	Color	Pass/Fail	Pass	Fail	Standard	Pb	Pb +/-	Pb Pass	Condition	Notes
37	11-Apr-13	10:25:22	Lead Paint Inspection	1	3- Kitchen/Dining	D	Door Frame	Wood	Stain	surface	Positive			4.57	1.13		Intact	To 4- E Vestibule
38	11-Apr-13	10:25:37	Lead Paint Inspection	1	3- Kitchen/Dining	D	Door Frame	Wood	Stain	surface	Positive			5	1.18		Intact	To 4- E Vestibule
117	11-Apr-13	11:22:32	Lead Paint Inspection	B	11 Stairs to Basement	A	Ceiling	Wood	Yellow	surface	Positive			3.21	0.48		Fair	Top of Stairs
118	11-Apr-13	11:23:35	Lead Paint Inspection	B	11 Stairs to Basement	A	Ceiling	Wood	Yellow	surface	Positive			4.06	0.6		Fair	Bottom of Stairs
119	11-Apr-13	11:24:26	Lead Paint Inspection	B	11 Stairs to Basement	B	Wall	Wood	Yellow	surface	Positive			3.12	0.52		Fair	Top of Stairs
122	11-Apr-13	11:25:46	Lead Paint Inspection	B	11 Stairs to Basement	B	Wall	Wood	Grey	surface	Positive			5	0.61		Fair	Top of Stairs
123	11-Apr-13	11:26:09	Lead Paint Inspection	B	11 Stairs to Basement	D	Wall	Wood	Grey	surface	Positive			3.74	0.48		Fair	Top of Stairs
131	11-Apr-13	11:36:02	Lead Paint Inspection	Exterior		A	Siding	Vinyl	White		Positive			5	2		Fair	
132	11-Apr-13	11:36:17	Lead Paint Inspection	Exterior		A	Siding	Vinyl	White		Positive			5	2.46		Fair	
138	11-Apr-13	11:40:40	Lead Paint Inspection	Exterior		C	Siding	Vinyl	White		Positive			1.48	0.35		Fair	
139	11-Apr-13	11:41:40	Lead Paint Inspection	Exterior		C	Wall	CMU Block	White	surface	Positive			5	0.78		Fair	
140	11-Apr-13	11:41:50	Lead Paint Inspection	Exterior		C	Wall	CMU Block	White	surface	Positive			5	0.52		Fair	

## **6.0 SUMMARY OF DETERIORATING LEAD-BASED PAINT SURFACES**

The materials in the following table were identified as having Lead-based paint in fair or poor condition. HUD Guidelines have identified the following definitions of paint conditions. A painted surface is considered intact if the entire surface is intact.

A painted surface is considered in fair condition if 10% or less of the surface of a component (2 square feet on small components or interior surfaces with large surface areas or 10 square feet on large exterior components) is damaged. A painted surface is considered in poor condition if greater than 10% (2 square feet on small components or interior surfaces with large surface areas or 10 square feet on large exterior components) is damaged.

Please refer to the attached table for a summary of deteriorating Lead-based paint surfaces.

6.0 Summary of Deteriorating Lead-Based Paint Surfaces

Reading	Date	Time	Mode	Floor	Room	Direction	Feature	Substrate	Color	Pass/Fail	Pass/Fail Standard	Pb	Pb +/-	Pb Pass	Condition	Notes
117	11-Apr-13	11:22:32	Lead Paint Inspection	B	11 Stairs to Basement	A	Ceiling	Wood	Yellow	surface	Positive	3.21	0.48		Fair	Top of Stairs
118	11-Apr-13	11:23:35	Lead Paint Inspection	B	11 Stairs to Basement	A	Ceiling	Wood	Yellow	surface	Positive	4.06	0.6		Fair	Bottom of Stairs
119	11-Apr-13	11:24:26	Lead Paint Inspection	B	11 Stairs to Basement	B	Wall	Wood	Yellow	surface	Positive	3.12	0.52		Fair	Top of Stairs
122	11-Apr-13	11:25:46	Lead Paint Inspection	B	11 Stairs to Basement	B	Wall	Wood	Grey	surface	Positive	5	0.61		Fair	
123	11-Apr-13	11:26:09	Lead Paint Inspection	B	11 Stairs to Basement	D	Wall	Wood	Grey	surface	Positive	3.74	0.48		Fair	
131	11-Apr-13	11:36:02	Lead Paint Inspection	Exterior		A	Siding	Vinyl	White		Positive	5	2		Fair	
132	11-Apr-13	11:36:17	Lead Paint Inspection	Exterior		A	Siding	Vinyl	White		Positive	5	2.46		Fair	
138	11-Apr-13	11:40:40	Lead Paint Inspection	Exterior		C	Siding	Vinyl	White		Positive	1.48	0.35		Fair	
139	11-Apr-13	11:41:40	Lead Paint Inspection	Exterior		C	Wall	CMU Block	White	surface	Positive	5	0.78		Fair	
140	11-Apr-13	11:41:50	Lead Paint Inspection	Exterior		C	Wall	CMU Block	White	surface	Positive	5	0.52		Fair	

## 7.0 DISCUSSION

At the time of the inspection, the former Gault Residence was vacant. All furnishings had been removed and all utilities had been shut off. According to Mr. Jesse, the building was going to be demolished.

Portions of all the rooms in the residence, excluding those in the Basement, were finished with either wood paneling or wall paper or a combination of both. These materials were not tested for the presence of lead as they were not painted surfaces. Benesch, per the instructions of the USDA representatives, did not investigate under these finishes to determine if the substrate was painted.

### **Lead was identified in the following building components:**

- **Stained wood door frame from the Kitchen (Room 3) to the east vestibule (Room 4)**
- **Wood walls and ceiling painted grey and yellow around the stairs to the Basement (Room 11)**
- **Exterior Vinyl siding painted white**
- **Exterior CMU blocks under vinyl siding painted white**
- **Exterior wood soffit painted white (Assumed)**

The exterior wood soffit was not tested as part of the inspection because it was inaccessible due to height. There was no way to safely get the XRF in contact with the painted surface from the ground. Lead was assumed to be present in the soffit.

The exterior of the former residence has vinyl siding. Per the instruction of USDA representatives, Mr. Jesse and Mr. Jim Hampton, the materials under the existing finishes were not identified nor tested.

Following the completion of the inspection and testing, Mr. Tuthill performed a walk around the exterior perimeter. He determined there were no areas of bare soil around the building envelope. The area is heavily vegetated with grasses. Paint chips or other lead contamination did not appear to be present in any of the ground cover. Based on a review of the approved Final Work Plan and the US EPA Model Lead Training Manual for Inspections, as well as the building being unoccupied and scheduled for demolition, Mr. Tuthill determined that soil sampling should not be conducted at the time of the inspection.

If the residence is to be re-occupied and not demolished, the OWNER is required to distribute the EPA's Lead pamphlet or renovation notices to an adult representative of the child occupied facility before the renovation starts. If informational signs are to be posted about the renovation, the signs must be posted where they will be seen, describe the nature, location(s) and dates of the renovation and be accompanied by the Lead pamphlet or information on how parents or guardians can obtain a free copy of the pamphlet.

The OWNER is required to obtain confirmation of receipt of the Lead pamphlet from the adult representative or a certificate of mailing from the post office.

Abatement measures should be performed prior to re-occupancy. Abatement measures include any of the following: building component replacement, enclosure, removal and encapsulation. Paint disturbing activities in or near locations of identified lead-based paint should be performed utilizing trained personnel and with lead-safe work practices.

If the residence is to be demolished, all demolition activities should be performed in a controlled manner utilizing lead safe work practices in accordance to federal, state and local regulations. All workers should be notified of the presence of lead and its locations. Employers shall comply with all applicable OSHA standards including but not limited to 1926 part 62 Lead.

A representative sample of the entire waste stream should be collected for a Toxicity Characteristic Leaching Procedure (TCLP) analysis.

TCLP samples should be delivered to an independent third party laboratory for analysis of the sample utilizing EPA Test Method 1311.

The regulatory limit established by the EPA for the disposal of waste with lead is 5.0 mg/L. Waste streams with concentrations of lead greater than 5.0 mg/L shall be considered a hazardous waste and disposed of accordingly.

The owner or demolition contractor should notify the disposal site of the presence of lead in the waste stream. Results of the TCLP analysis should be given to the disposal site for proper waste transport, disposal and segregation.

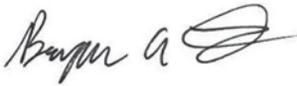
Benesch warrants that the findings contained herein have been with the level of care and skill exercised by experienced and knowledgeable environmental consultants who are licensed or otherwise trained to perform lead inspections pursuant to the scope of work required on this project.

The U.S. Department of Housing and Urban Development Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing – Chapter 7 Lead-Based Paint Inspection require this report to be signed for it to be a valid document.

All inspection and testing procedures were performed by:

Mr. Benjamin Tuthill  
Alfred Benesch and Company  
7979 E. Tufts Avenue Ste 800  
Denver, CO 80237  
303-478-5105

Mr. Tuthill is certified in the State of Ohio a Risk Assessor (License # LA009219).



\_\_\_\_\_  
Benjamin A. Tuthill

\_\_\_\_\_  
4/22/13

Date

# **APPENDICES**

**APPENDIX A**

**TESTING LOCATIONS AND RESULTS**

Reading	Date	Time	Mode	Floor	Room	Direction	Feature	Substrate	Color	Pass/Fail	Pass/Fail Standard	Pb	Pb +/-	Pb Pass	Condition	Notes
1	11-Apr-13	9:57:54	Standardization								PASS					
2	11-Apr-13	9:59:38	Lead Paint Inspection	1	S Vestibule	A	Door	Wood	White	surface	Positive	1.09	0.04		Intact	
3	11-Apr-13	10:00:14	Lead Paint Inspection	1	S Vestibule	A	Door	Wood	White	surface	Positive	1.13	0.06		Intact	
4	11-Apr-13	10:00:34	Lead Paint Inspection	1	S Vestibule	A	Door	Wood	White	surface	Positive	1.16	0.08		Intact	
5	11-Apr-13	10:03:08	Lead Paint Inspection	1	S Vestibule	A	Door	Wood	White	surface	Negative	0	0		Intact	
6	11-Apr-13	10:03:18	Lead Paint Inspection	1	S Vestibule	A	Door	Wood	White	surface	Negative	0.01	0		Intact	
7	11-Apr-13	10:03:40	Lead Paint Inspection	1	S Vestibule	A	Door	Wood	White	surface	Negative	0	0		Intact	
8	11-Apr-13	10:03:51	Lead Paint Inspection	1	S Vestibule	A	Door	Wood	White	surface	Negative	0.01	0.01		Intact	
9	11-Apr-13	10:04:27	Lead Paint Inspection	1	S Vestibule	A	Cove Base	Wood	Stain	surface	Negative	0.11	0.03		Intact	
10	11-Apr-13	10:04:48	Lead Paint Inspection	1	S Vestibule	B	Cove Base	Wood	Stain	surface	Negative	0.08	0.03		Intact	
11	11-Apr-13	10:05:08	Lead Paint Inspection	1	S Vestibule	C	Cove Base	Wood	Stain	surface	Negative	0.11	0.04		Intact	
12	11-Apr-13	10:05:26	Lead Paint Inspection	1	S Vestibule	D	Cove Base	Wood	Stain	surface	Negative	0.11	0.04		Intact	
13	11-Apr-13	10:06:52	Lead Paint Inspection	1	S Vestibule	C	Door Frame	Wood	Stain	surface	Negative	0	0		Intact	Door to Room 2
14	11-Apr-13	10:07:01	Lead Paint Inspection	1	S Vestibule	C	Door Frame	Wood	Stain	surface	Negative	0	0		Intact	Door to Room 2
15	11-Apr-13	10:08:11	Lead Paint Inspection	1	S Vestibule	A	Window Frame	Wood	Stain	surface	Negative	0	0		Intact	Closest to door
16	11-Apr-13	10:08:35	Lead Paint Inspection	1	S Vestibule	A	Window Frame	Wood	Stain	surface	Negative	0	0		Intact	Closest to door
17	11-Apr-13	10:09:44	Lead Paint Inspection	1	S Vestibule	A	Window Sash	Wood	Stain	surface	Negative	0	0		Intact	
18	11-Apr-13	10:10:04	Lead Paint Inspection	1	S Vestibule	A	Window Sash	Wood	Stain	surface	Negative	0	0		Intact	
19	11-Apr-13	10:10:23	Lead Paint Inspection	1	S Vestibule	A	Window Frame	Wood	Stain	surface	Negative	0	0		Intact	
20	11-Apr-13	10:11:22	Lead Paint Inspection	1	S Vestibule	A	Window Sill	Wood	Stain	surface	Negative	0	0		Intact	
21	11-Apr-13	10:11:38	Lead Paint Inspection	1	S Vestibule	B	Cove Base	Wood	Stain	surface	Negative	0	0		Intact	Kick Boards
22	11-Apr-13	10:12:27	Lead Paint Inspection	1	S Vestibule	B	Cove Base	Wood	Stain	surface	Negative	0	0		Intact	Kick Boards
23	11-Apr-13	10:13:27	Lead Paint Inspection	1	S Vestibule	D	Cove Base	Wood	Stain	surface	Negative	0	0		Intact	Kick Boards
24	11-Apr-13	10:14:06	Lead Paint Inspection	1	S Vestibule	D	Door Frame	Wood	Stain	surface	Negative	0	0		Intact	
25	11-Apr-13	10:14:24	Lead Paint Inspection	1	S Vestibule	A	Register	Metal	Brown	surface	Negative	0.01	0.01		Intact	
26	11-Apr-13	10:14:44	Lead Paint Inspection	1	S Vestibule	B	Register	Metal	Brown	surface	Negative	0.01	0.01		Intact	
27	11-Apr-13	10:16:19	Lead Paint Inspection	1	S Vestibule	C	Wall	Plaster	White	surface	Negative	0	0		Intact	4' up
28	11-Apr-13	10:17:00	Lead Paint Inspection	1	S Vestibule	C	Wall	Plaster	White	surface	Negative	0	0		Intact	1' up
29	11-Apr-13	10:17:23	Lead Paint Inspection	1	S Vestibule	D	Wall	Plaster	White	surface	Negative	0	0		Intact	1' up
30	11-Apr-13	10:17:57	Lead Paint Inspection	1	S Vestibule	D	Wall	Plaster	White	surface	Negative	0	0		Intact	4' up
31	11-Apr-13	10:20:09	Lead Paint Inspection	1	S Vestibule	D	Ceiling	Plaster	White	surface	Negative	0	0		Intact	3' B direction
32	11-Apr-13	10:21:51	Lead Paint Inspection	1	S Vestibule	D	Ceiling	Plaster	White	surface	Negative	0	0		Intact	B/C cmr
33	11-Apr-13	10:22:36	Lead Paint Inspection	1	S Vestibule	A	Door	Wood	White	surface	Negative	0	0		Intact	C/D cmr
34	11-Apr-13	10:23:29	Lead Paint Inspection	1	S Vestibule	A	Door	Wood	White	surface	Negative	0.01	0.01		Intact	Pantry
35	11-Apr-13	10:23:50	Lead Paint Inspection	1	S Vestibule	A	Door	Wood	White	surface	Negative	0.04	0.02		Intact	Pantry
36	11-Apr-13	10:24:46	Lead Paint Inspection	1	S Vestibule	A	Door	Wood	White	surface	Negative	0.01	0.01		Intact	To 5 - Dining Room
37	11-Apr-13	10:25:22	Lead Paint Inspection	1	S Vestibule	D	Door Frame	Wood	Stain	surface	Positive	4.57	1.13		Intact	To 4 - E Vestibule
38	11-Apr-13	10:25:37	Lead Paint Inspection	1	S Vestibule	D	Door Frame	Wood	Stain	surface	Positive	5	1.18		Intact	To 4 - E Vestibule
39	11-Apr-13	10:28:23	Lead Paint Inspection	1	S Vestibule	D	Window Frame	Wood	Stain	surface	Negative	0.01	0.01		Intact	To 4 - E Vestibule
40	11-Apr-13	10:28:35	Lead Paint Inspection	1	S Vestibule	D	Window Frame	Wood	Stain	surface	Negative	0	0		Intact	To 4 - E Vestibule
41	11-Apr-13	10:29:50	Lead Paint Inspection	1	S Vestibule	C	Window Sash	Wood	Stain	surface	Negative	0	0		Intact	Window closest to B/C corner
42	11-Apr-13	10:30:09	Lead Paint Inspection	1	S Vestibule	C	Window Sash	Wood	Stain	surface	Negative	0	0		Intact	Window closest to B/C corner
43	11-Apr-13	10:30:29	Lead Paint Inspection	1	S Vestibule	C	Window Sill	Wood	Stain	surface	Negative	0	0		Intact	Window over sink
44	11-Apr-13	10:31:03	Lead Paint Inspection	1	S Vestibule	C	Window Sill	Wood	Stain	surface	Negative	0	0		Intact	Window over sink
45	11-Apr-13	10:31:28	Lead Paint Inspection	1	S Vestibule	C	Window Sash	Wood	Stain	surface	Negative	0	0		Intact	Window over sink
46	11-Apr-13	10:31:50	Lead Paint Inspection	1	S Vestibule	C	Window Frame	Wood	Stain	surface	Negative	0	0		Intact	Window over sink
47	11-Apr-13	10:32:45	Lead Paint Inspection	1	S Vestibule	C	Counter Top	Wood	White	surface	Negative	0	0		Intact	
48	11-Apr-13	10:32:59	Lead Paint Inspection	1	S Vestibule	C	Counter Top	Wood	White	surface	Negative	0	0		Intact	
49	11-Apr-13	10:34:55	Lead Paint Inspection	1	S Vestibule	C	Cabinet	Wood	Stain	surface	Negative	0	0		Intact	

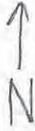
Reading	Date	Time	Mode	Floor	Room	Direction	Feature	Substrate	Color	Pass/Fail	Pass Fail Standard	Pb	Pb +/-	Pb Pass	Condition	Notes
50	11-Apr-13	10:37:49	Lead Paint Inspection	1	3- Kitchen/Dining	C	Cove Base	Wood	Stain	Negative	Negative	0.03	0.02		Intact	Kick Boards
51	11-Apr-13	10:38:13	Lead Paint Inspection	1	3- Kitchen/Dining	A	Cove Base	Wood	Stain	Negative	Negative	0.1	0.08		Intact	Kick Boards
52	11-Apr-13	10:38:55	Lead Paint Inspection	1	3- Kitchen/Dining	C	Register	Metal	Brown	Negative	Negative	0	0		Intact	
53	11-Apr-13	10:39:20	Lead Paint Inspection	1	3- Kitchen/Dining	A	Register	Metal	Brown	Negative	Negative	0.01	0.01		Intact	
54	11-Apr-13	10:39:48	Lead Paint Inspection	1	3- Kitchen/Dining	D	Register	Metal	White	Negative	Negative	0	0		Intact	
55	11-Apr-13	10:41:13	Lead Paint Inspection	1	4- E Vestibule	D	Door	Metal	White	Negative	Negative	0	0		Intact	Storm Door
56	11-Apr-13	10:41:39	Lead Paint Inspection	1	4- E Vestibule	D	Door Frame	Wood	White	Negative	Negative	0	0		Intact	Storm Door
57	11-Apr-13	10:42:13	Lead Paint Inspection	1	4- E Vestibule	D	Door Frame	Wood	Stain	Negative	Negative	0	0		Intact	Storm Door
58	11-Apr-13	10:43:01	Lead Paint Inspection	1	4- E Vestibule	D	Door	Metal	White	Negative	Negative	0.01	0		Intact	Exterior Door
59	11-Apr-13	10:43:25	Lead Paint Inspection	1	4- E Vestibule	D	Door	Metal	White	Negative	Negative	0.01	0		Intact	Exterior Door - Exterior
60	11-Apr-13	10:44:00	Lead Paint Inspection	1	4- E Vestibule	D	Door	Metal	White	Negative	Negative	0	0		Intact	Exterior Door - Interior
61	11-Apr-13	10:44:21	Lead Paint Inspection	1	4- E Vestibule	D	Window Sash	Wood	Stain	Negative	Negative	0	0		Intact	
62	11-Apr-13	10:44:38	Lead Paint Inspection	1	4- E Vestibule	D	Window Sill	Wood	Stain	Negative	Negative	0	0		Intact	
63	11-Apr-13	10:45:08	Lead Paint Inspection	1	4- E Vestibule	D	Window Frame	Wood	Stain	Negative	Negative	0	0		Intact	
64	11-Apr-13	10:45:28	Lead Paint Inspection	1	4- E Vestibule	B	Cove Base	Wood	Stain	Negative	Negative	0.01	0.01		Intact	
65	11-Apr-13	10:46:47	Lead Paint Inspection	1	5- Dining Room	A	Cove Base	Wood	Stain	Negative	Negative	0	0		Intact	Kick Boards
66	11-Apr-13	10:47:08	Lead Paint Inspection	1	5- Dining Room	C	Cove Base	Wood	Stain	Negative	Negative	0	0		Intact	Kick Boards
67	11-Apr-13	10:47:40	Lead Paint Inspection	1	5- Dining Room	D	Window Sash	Wood	Stain	Negative	Negative	0	0		Intact	
68	11-Apr-13	10:47:56	Lead Paint Inspection	1	5- Dining Room	D	Window Sill	Wood	Stain	Negative	Negative	0	0		Intact	
69	11-Apr-13	10:48:16	Lead Paint Inspection	1	5- Dining Room	D	Window Frame	Wood	Stain	Negative	Negative	0	0		Intact	
70	11-Apr-13	10:49:44	Lead Paint Inspection	1	5- Dining Room	C	Ceiling	Plaster	White	Negative	Negative	0	0		Intact	Above window
71	11-Apr-13	10:50:23	Lead Paint Inspection	1	5- Dining Room	C	Register	Metal	Brown	Negative	Negative	0.01	0.01		Intact	
72	11-Apr-13	10:50:43	Lead Paint Inspection	1	5- Dining Room	A	Railing	Wood	White	Negative	Negative	0.12	0.07		Intact	
73	11-Apr-13	10:52:00	Lead Paint Inspection	1	6- Stairs to 2	D	Railing	Wood	White	Negative	Negative	0.07	0.05		Intact	
74	11-Apr-13	10:52:39	Lead Paint Inspection	1	6- Stairs to 2	D	Wall	Plaster	White	Negative	Negative	0	0		Intact	Banister
75	11-Apr-13	10:54:33	Lead Paint Inspection	1	6- Stairs to 2	A	Door	Wood	White	Negative	Negative	0.03	0.01		Intact	Cupboard
76	11-Apr-13	10:55:02	Lead Paint Inspection	1	6- Stairs to 2	C	Wall	Plaster	White	Negative	Negative	0.04	0.04		Intact	Cupboard
77	11-Apr-13	10:55:45	Lead Paint Inspection	1	6- Stairs to 2	C	Door	Wood	Stain	Negative	Negative	0	0		Intact	Cupboard
78	11-Apr-13	10:57:01	Lead Paint Inspection	2	7- NW Bedroom	A	Door Frame	Wood	Stain	Negative	Negative	0	0		Intact	Entry
79	11-Apr-13	10:57:28	Lead Paint Inspection	2	7- NW Bedroom	A	Door Frame	Wood	Stain	Negative	Negative	0	0		Intact	
80	11-Apr-13	10:57:44	Lead Paint Inspection	2	7- NW Bedroom	A	Door Frame	Wood	White	Negative	Negative	0.05	0.03		Intact	Closet
81	11-Apr-13	10:58:08	Lead Paint Inspection	2	7- NW Bedroom	A	Door	Wood	Stain	Negative	Negative	0.02	0.02		Intact	Closet
82	11-Apr-13	10:58:33	Lead Paint Inspection	2	7- NW Bedroom	A	Wall	Plaster	White	Negative	Negative	0	0		Intact	Closet
83	11-Apr-13	10:58:48	Lead Paint Inspection	2	7- NW Bedroom	B	Wall	Plaster	White	Negative	Negative	0	0		Intact	Closet
84	11-Apr-13	10:59:30	Lead Paint Inspection	2	7- NW Bedroom	C	Ceiling	Plaster	White	Negative	Negative	0	0		Intact	Closet
85	11-Apr-13	11:00:06	Lead Paint Inspection	2	7- NW Bedroom	C	Window Sash	Wood	Stain	Negative	Negative	0	0		Intact	
86	11-Apr-13	11:00:24	Lead Paint Inspection	2	7- NW Bedroom	C	Window Sill	Wood	Stain	Negative	Negative	0	0		Intact	
87	11-Apr-13	11:00:41	Lead Paint Inspection	2	7- NW Bedroom	C	Window Frame	Wood	Stain	Negative	Negative	0	0		Intact	Above Window
88	11-Apr-13	11:01:13	Lead Paint Inspection	2	7- NW Bedroom	A	Register	Metal	Brown	Negative	Negative	0.01	0		Intact	
89	11-Apr-13	11:02:09	Lead Paint Inspection	2	8- SE Bedroom	A	Register	Metal	Brown	Negative	Negative	0.01	0		Intact	
90	11-Apr-13	11:02:52	Lead Paint Inspection	2	8- SE Bedroom	C	Door Frame	Wood	White	Negative	Negative	0.13	0.11		Intact	Entry
91	11-Apr-13	11:03:01	Lead Paint Inspection	2	8- SE Bedroom	C	Door Frame	Wood	White	Negative	Negative	0.1	0.09		Intact	Entry
92	11-Apr-13	11:03:22	Lead Paint Inspection	2	8- SE Bedroom	C	Door	Wood	White	Negative	Negative	0.1	0.08		Fair	Entry
93	11-Apr-13	11:03:44	Lead Paint Inspection	2	8- SE Bedroom	C	Door	Wood	White	Negative	Negative	0.04	0.03		Fair	Closet
94	11-Apr-13	11:04:00	Lead Paint Inspection	2	8- SE Bedroom	C	Door Frame	Wood	White	Negative	Negative	0.03	0.03		Intact	Closet
95	11-Apr-13	11:04:39	Lead Paint Inspection	2	8- SE Bedroom	A	Cove Base	Wood	White	Negative	Negative	0.03	0.03		Intact	Kick Boards
96	11-Apr-13	11:04:59	Lead Paint Inspection	2	8- SE Bedroom	B	Cove Base	Wood	White	Negative	Negative	0.04	0.04		Intact	Kick Boards
97	11-Apr-13	11:05:14	Lead Paint Inspection	2	8- SE Bedroom	C	Cove Base	Wood	White	Negative	Negative	0.03	0.03		Intact	Kick Boards
98	11-Apr-13	11:05:57	Lead Paint Inspection	2	8- SE Bedroom	D	Window Sash	Wood	Stain	Negative	Negative	0	0		Intact	
99	11-Apr-13	11:06:14	Lead Paint Inspection	2	8- SE Bedroom	D	Window Sill	Wood	Stain	Negative	Negative	0	0		Intact	

Reading	Date	Time	Mode	Floor	Room	Direction	Feature	Substrate	Color	Pass/Fail	Pass Fail Standard	Pb	Pb +/-	Pb Pass	Condition	Notes
100	11-Apr-13	11:06:32	Lead Paint Inspection	2	8 - SE Bedroom	D	Window Frame	Wood	Stain	Negative	Negative	0	0	0	Poor	
101	11-Apr-13	11:07:16	Lead Paint Inspection	2	8 - SE Bedroom	C	Ceiling	Plaster	White	Negative	Negative	0	0	0	Poor	Above Closet Door
102	11-Apr-13	11:08:39	Lead Paint Inspection	2	9 - SW Bedroom	D	Ceiling	Plaster	White	Negative	Negative	0	0	0	Poor	Above Closet Door
103	11-Apr-13	11:09:22	Lead Paint Inspection	2	9 - SW Bedroom	C	Door	Wood	White	Negative	Negative	0.08	0.08	0	Fair	Entry
104	11-Apr-13	11:09:41	Lead Paint Inspection	2	9 - SW Bedroom	C	Door Frame	Wood	White	Negative	Negative	0.07	0.06	0	Fair	Entry
105	11-Apr-13	11:10:21	Lead Paint Inspection	2	9 - SW Bedroom	C	Cove Base	Wood	White	Negative	Negative	0.04	0.04	0	Fair	Kick Boards
106	11-Apr-13	11:10:38	Lead Paint Inspection	2	9 - SW Bedroom	D	Cove Base	Wood	White	Negative	Negative	0.04	0.04	0	Fair	Kick Boards
107	11-Apr-13	11:11:08	Lead Paint Inspection	2	9 - SW Bedroom	B	Window Sash	Wood	Stain	Negative	Negative	0	0	0	Fair	
108	11-Apr-13	11:11:25	Lead Paint Inspection	2	9 - SW Bedroom	B	Window Sill	Wood	Stain	Negative	Negative	0	0	0	Fair	
109	11-Apr-13	11:11:42	Lead Paint Inspection	2	9 - SW Bedroom	B	Window Frame	Wood	Stain	Negative	Negative	0	0	0	Fair	
110	11-Apr-13	11:12:15	Lead Paint Inspection	2	9 - SW Bedroom	D	Register	Metal	White	Negative	Negative	0	0	0	Fair	
111	11-Apr-13	11:13:45	Lead Paint Inspection	2	10 - Bathroom	A	Ceiling	Plaster	White	Negative	Negative	0	0	0	Fair	
112	11-Apr-13	11:14:12	Lead Paint Inspection	2	10 - Bathroom	A	Trim	Wood	White	Negative	Negative	0	0	0	Fair	
113	11-Apr-13	11:14:36	Lead Paint Inspection	2	10 - Bathroom	A	Window Sash	Wood	White	Negative	Negative	0	0	0	Fair	
114	11-Apr-13	11:15:36	Lead Paint Inspection	2	10 - Bathroom	B	Window Sill	Wood	White	Negative	Negative	0	0	0	Fair	
115	11-Apr-13	11:15:55	Lead Paint Inspection	2	10 - Bathroom	B	Window Frame	Wood	White	Negative	Negative	0	0	0	Fair	
116	11-Apr-13	11:16:29	Lead Paint Inspection	2	10 - Bathroom	A	Cabinet	Wood	White	Negative	Negative	0	0	0	Fair	Vanity
117	11-Apr-13	11:22:32	Lead Paint Inspection	B	11 Stairs to Basement	A	Ceiling	Wood	Yellow	Positive	Positive	3.21	0.48	0	Fair	Top of Stairs
118	11-Apr-13	11:23:35	Lead Paint Inspection	B	11 Stairs to Basement	A	Ceiling	Wood	Yellow	Positive	Positive	4.06	0.6	0	Fair	Bottom of Stairs
119	11-Apr-13	11:24:26	Lead Paint Inspection	B	11 Stairs to Basement	B	Wall	Wood	Yellow	Positive	Positive	3.12	0.52	0	Fair	Top of Stairs
120	11-Apr-13	11:25:05	Lead Paint Inspection	B	11 Stairs to Basement	C	Stair	Wood	Grey	Negative	Negative	0.04	0.03	0	Fair	
121	11-Apr-13	11:25:15	Lead Paint Inspection	B	11 Stairs to Basement	C	Stair	Wood	Grey	Negative	Negative	0.09	0.04	0	Fair	
122	11-Apr-13	11:25:46	Lead Paint Inspection	B	11 Stairs to Basement	B	Wall	Wood	Grey	Positive	Positive	5	0.61	0	Fair	
123	11-Apr-13	11:26:09	Lead Paint Inspection	B	11 Stairs to Basement	D	Wall	Wood	Grey	Positive	Positive	3.74	0.48	0	Fair	
124	11-Apr-13	11:29:31	Lead Paint Inspection	B	12 - Basement	A	Wall	CMU Block	White	Negative	Negative	0	0	0	Fair	
125	11-Apr-13	11:29:54	Lead Paint Inspection	B	12 - Basement	B	Wall	CMU Block	White	Negative	Negative	0	0	0	Fair	
126	11-Apr-13	11:30:13	Lead Paint Inspection	B	12 - Basement	C	Wall	CMU Block	White	Negative	Negative	0	0	0	Fair	
127	11-Apr-13	11:31:31	Lead Paint Inspection	B	12 - Basement	B	Shelf	Wood	White	Negative	Negative	0	0	0	Fair	
128	11-Apr-13	11:31:42	Lead Paint Inspection	B	12 - Basement	B	Shelf	Wood	White	Negative	Negative	0.01	0.01	0	Fair	
129	11-Apr-13	11:32:46	Lead Paint Inspection	B	12 - Basement	B	Door	Wood	White	Negative	Negative	0	0	0	Fair	Adjacent to Stairs
130	11-Apr-13	11:33:25	Lead Paint Inspection	B	12 - Basement	B	Door	Wood	White	Negative	Negative	0	0	0	Fair	Adjacent to Stairs
131	11-Apr-13	11:36:02	Lead Paint Inspection	Exterior		A	Siding	Vinyl	White	Positive	Positive	5	2	0	Fair	To 13 - Coal Bin
132	11-Apr-13	11:36:17	Lead Paint Inspection	Exterior		A	Siding	Vinyl	White	Positive	Positive	5	2.46	0	Fair	To 14 - Pantry
133	11-Apr-13	11:37:09	Lead Paint Inspection	Exterior		A	Door	Metal	White	Negative	Negative	0	0	0	Fair	
134	11-Apr-13	11:37:42	Lead Paint Inspection	Exterior		A	Trim	Wood	White	Negative	Negative	0	0	0	Fair	
135	11-Apr-13	11:38:48	Lead Paint Inspection	Exterior		B	Siding	Vinyl	White	Negative	Negative	0.01	0	0	Fair	
136	11-Apr-13	11:39:04	Lead Paint Inspection	Exterior		B	Siding	Vinyl	White	Negative	Negative	0.51	0.2	0	Fair	
137	11-Apr-13	11:40:00	Lead Paint Inspection	Exterior		C	Siding	Vinyl	White	Negative	Negative	0.42	0.15	0	Fair	
138	11-Apr-13	11:40:40	Lead Paint Inspection	Exterior		C	Siding	Vinyl	White	Positive	Positive	1.48	0.35	0	Fair	
139	11-Apr-13	11:41:40	Lead Paint Inspection	Exterior		C	Wall	CMU Block	White	Positive	Positive	5	0.78	0	Fair	
140	11-Apr-13	11:41:50	Lead Paint Inspection	Exterior		C	Wall	CMU Block	White	Positive	Positive	5	0.52	0	Fair	
141	11-Apr-13	11:42:16	Lead Paint Inspection	Exterior		C	Down Spout	Metal	White	Negative	Negative	0	0	0	Fair	
142	11-Apr-13	11:43:28	Lead Paint Inspection				Paint Film Standard	CALIBRATION	Red	Positive	Positive	1.05	0.04	0	Fair	
143	11-Apr-13	11:44:04	Lead Paint Inspection				Paint Film Standard	CALIBRATION	Red	Positive	Positive	1.01	0.03	0	Fair	
144	11-Apr-13	11:44:40	Lead Paint Inspection				Paint Film Standard	CALIBRATION	Red	Positive	Positive	1.04	0.04	0	Fair	

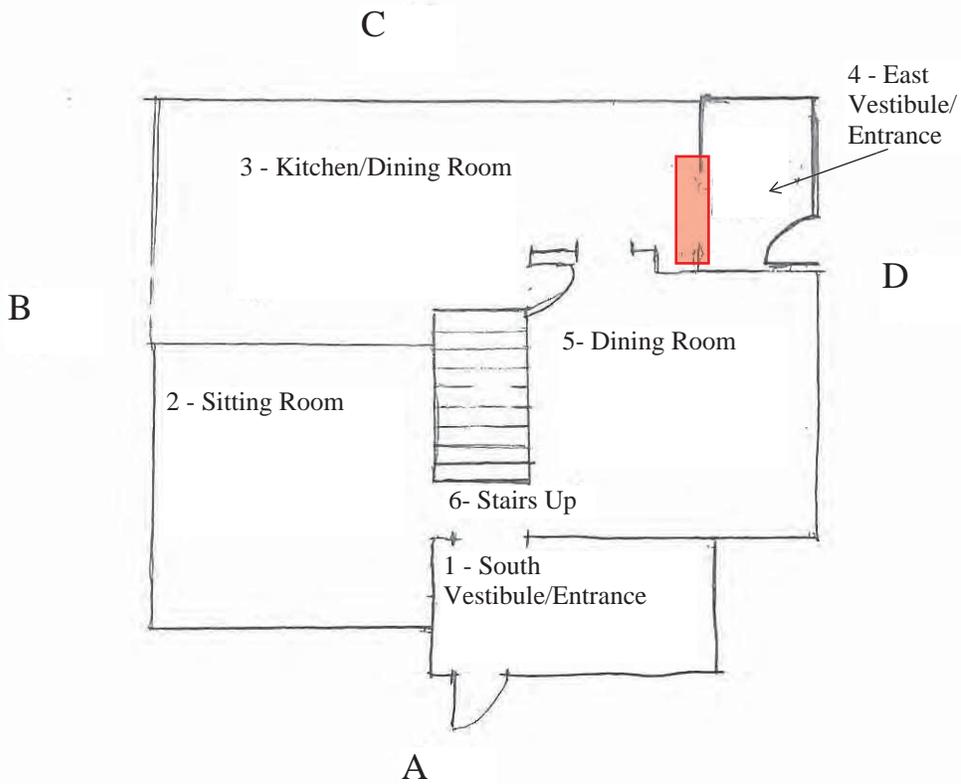
**APPENDIX B**

**LEAD-BASED PAINT LOCATION DRAWINGS**

FORMER GAULT RESIDENCE -  
FIRST FLOOR

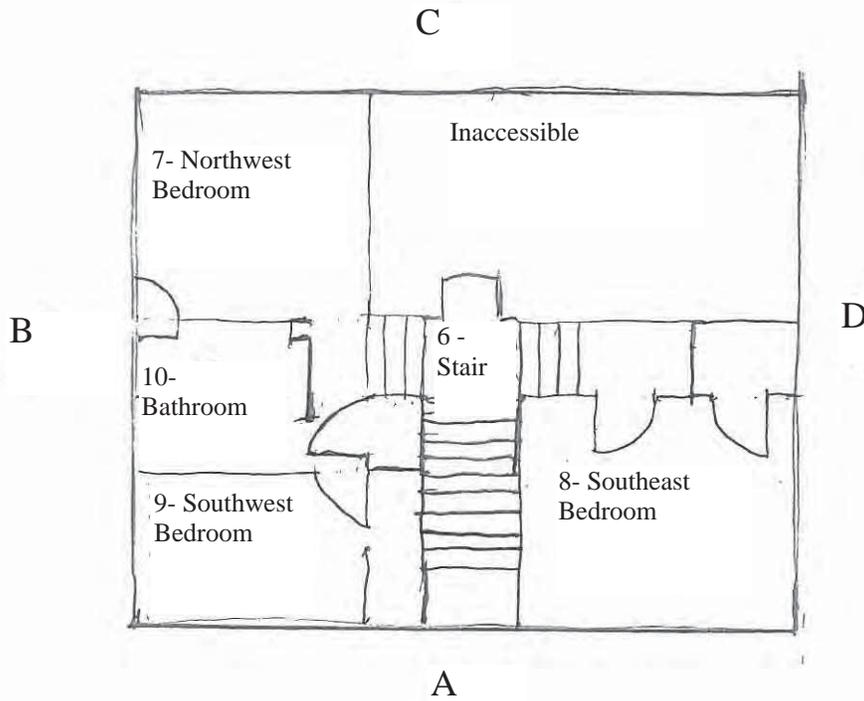


Door Frame testing positive for lead

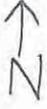




FORMER GAULT RESIDENCE -  
SECOND FLOOR



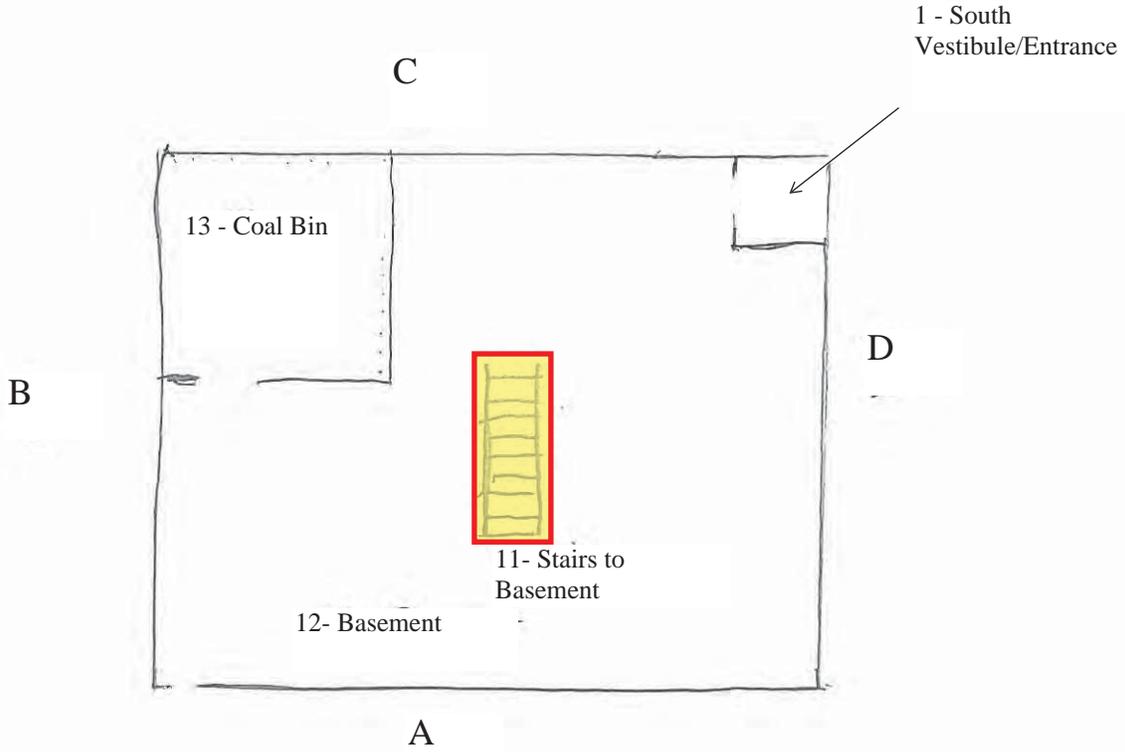
ROAD

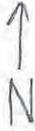


# FORMER GAULT RESIDENCE - BASEMENT



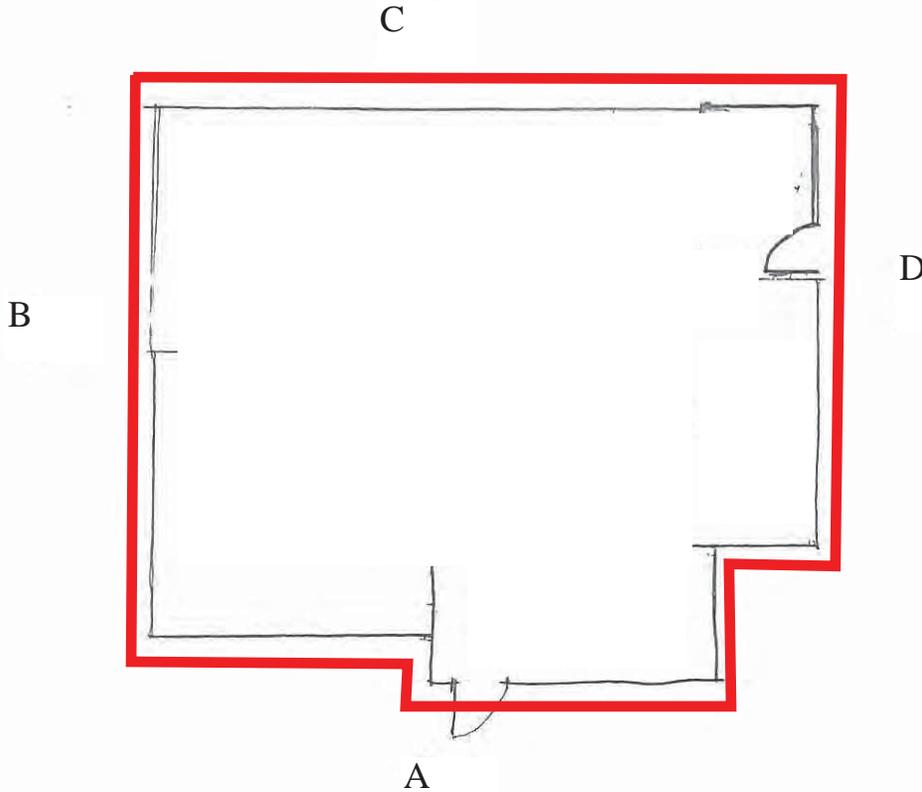
Wood stair case walls and ceiling  
to Basement painted yellow and  
grey testing positive for lead





### FORMER GAULT RESIDENCE - EXTERIOR

 Lead is present on the building exterior on the vinyl siding painted white, the CMU blocks painted white and the wood soffit painted white (assumed)



**APPENDIX C**

**PHOTOGRAPH LOG**

**PHOTOLOG – FORMER GAULT RESIDENCE**



Former Gault Residence



Exterior A (South) side of the residence



Exterior B (West) side of residence



Exterior C (North) side of residence



Exterior D (East) side of the residence



Room 1 – South Vestibule/Main Entrance



Room 2 – Sitting Room



Room 3 – Kitchen/Dining Room



Room 4 – East Vestibule/Entrance



Room 5 – Dining Room



Room 6 – Stairs up to Second Floor



Room 7 – Northwest Bedroom



Room 8 – Southeast Bedroom



Room 9 – Southwest Bedroom



Room 10 – Bathroom



Room 11 – Stairs to Basement



Room 12 – Basement



Door from Kitchen to East Vestibule – Door frame tested positive for the presence of lead



Stairs to Basement – Wood walls (both grey and yellow) tested positive for the presence of lead



Exterior of residence (typical) – both the CMU block painted white and the vinyl siding painted white tested positive for the presence of lead in multiple locations.

**APPENDIX D**

**FIELD NOTES**

$$T = R \tan \frac{1}{2} I$$

$$T = \frac{50 \tan \frac{1}{2} I}{\sin \frac{1}{2} D}$$

$$\sin \frac{1}{2} D = \frac{50}{R}$$

$$\sin \frac{1}{2} D = \frac{50 \tan \frac{1}{2} I}{T}$$

$$R = T \cot \frac{1}{2} I$$

$$R = \frac{50}{\sin \frac{1}{2} D}$$

$$E = R \text{ ex. sec } \frac{1}{2} I$$

$$E = T \tan \frac{1}{4} I$$

$$\text{Chord def.} = \frac{\text{chord}^2}{R}$$

$$\text{No. chords} = \frac{I}{D}$$

$$\text{Tan. def.} = \frac{1}{2} \text{ chord def.}$$

The square of any distance, divided by twice the radius, will equal the distance from tangent to curve, very nearly.  
 To find angle for a given distance and deflection.  
 Rule 1. Multiply the given distance by .01745 (def. for 1° for 1 ft.) and divide given deflection by the product.  
 Rule 2. Multiply given deflection by 57.3, and divide the product by the given distance.  
 To find deflection for a given angle and distance. Multiply the angle by .01745, and the product by the distance.

**GENERAL DATA**

**RIGHT ANGLE TRIANGLES.** Square the altitude, divide by twice the base. Add quotient to base for hypotenuse.  
 Given Base 100, Alt.  $10.10^2 \div 200 = 5.10$   
 Given Hyp. 100, Alt.  $25.25^2 \div 200 = 3.125$   
 Error in first example, .002; in last, .045.  
 To find Tons of Rail in one mile of track: multiply weight per yard by  $\pi$ , and divide by 7.

**LEVELING.** The correction for curvature and refraction, in feet and decimals of feet is equal to  $0.574 d^2$ , where  $d$  is the distance in miles. The correction for curvature alone is closely,  $\frac{1}{3} d^2$ . The combined correction is negative.

**PROBABLE ERROR.** If  $d_1, d_2, d_3$ , etc. are the discrepancies of various results from the mean, and if  $\sum d^2$  = the sum of the squares of these differences and  $n$  = the number of observations, then the probable error of the mean =  $\pm 0.6745 \sqrt{\frac{\sum d^2}{n(n-1)}}$

**MINUTES IN DECIMALS OF A DEGREE**

1'	0.167	11'	1.833	21'	3.500	31'	5.167	41'	6.833	51'	8.500
2	0.333	12	2.000	22	3.667	32	5.333	42	7.000	52	8.667
3	0.500	13	2.167	23	3.833	33	5.500	43	7.167	53	8.833
4	0.667	14	2.333	24	4.000	34	5.667	44	7.333	54	9.000
5	0.833	15	2.500	25	4.167	35	5.833	45	7.500	55	9.167
6	1.000	16	2.667	26	4.333	36	6.000	46	7.667	56	9.333
7	1.167	17	2.833	27	4.500	37	6.167	47	7.833	57	9.500
8	1.333	18	3.000	28	4.667	38	6.333	48	8.000	58	9.667
9	1.500	19	3.167	29	4.833	39	6.500	49	8.167	59	9.833
10	1.667	20	3.333	30	5.000	40	6.667	50	8.333	60	1.0000

**INCHES IN DECIMALS OF A FOOT**

$\frac{1}{16}$	.0625	$\frac{1}{8}$	.1250	$\frac{3}{16}$	.1875	$\frac{1}{4}$	.2500	$\frac{5}{16}$	.3125	$\frac{3}{8}$	.3750
$\frac{1}{4}$	.2500	$\frac{5}{16}$	.3125	$\frac{1}{2}$	.5000	$\frac{5}{8}$	.6250	$\frac{3}{4}$	.7500	$\frac{7}{8}$	.8750
$\frac{3}{8}$	.3750	$\frac{1}{2}$	.5000	$\frac{5}{8}$	.6250	$\frac{3}{4}$	.7500	$\frac{7}{8}$	.8750	1.0000	

00150387.01 Bailey Edward

Wednesday April 10, 2013

1430 Benesch representatives Mr. Steve

Jorgensen & Benjamin Tets: 11 onsite  
 Ben & Steve met

Ralph Jesse - 309-258-0698  
 USDA

Jim Hampton - 330-466-7795  
 USDA

Dean Midge  
 USDA

Blood Hound locating

Steve performing testing of Burn pile & Leachfield

Ben to inspect Former fault Residence  
 Bar Lead-based Paint (LBP)

License # LA-009219  
 Exp March 19, 2015

1500 After brief walkthrough of House  
 USDA representatives went to work w/ Steve  
 House is an old farm house. Scheduled for Demo.  
 Exterior of house is vinyl siding w/ 1/2" foam insulation over wood siding  
 Basement is CMU  
 Interior of house finished as typical for 1960's Building  
 Ceilings are plaster w/ textured finish on wood lath  
 walls are of some plaster construction  
 wall finishes include wall paper, faux wood & paint  
 Floors are carpeted

(2)

The majority of the walls are wall papered per Ralph Jesse Benesch not to look under wallpaper wood paneling or exterior siding. Reiterated purpose of inspection was to check box survey was completed prior to Demo.

Rooms

- South vestibule / main Entrance
- Dining Room BT 4/10/13
- Lower Bedroom BT 4/10/13
- Stairs to Second Floor
- Stairs to Basement
- Basement
- Kitchen / Dining Room
- East vestibule / mud room
- Pantry
- 2ND Floor SE Bedroom
- 2ND Floor SE Bedroom Closet
- 2ND Floor SW Bedroom
- 2ND Floor SW Bedroom Closet
- Hall Closet 1
- Hall Closet 2
- Bathroom
- 2ND Floor NW Bedroom

(3)

Rooms cont

2nd Floor NW Bedroom Closet

- Site Drawings to be included as separate electronic Documents not in Notebook.

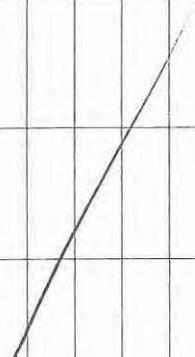
- Pictures collected of Rooms as they appear in Room Log above

- Pictures are separate Electronic File

1600 Ben to assist Steve@Burnfit

No further lead work today

*Benjamin*



00150387.01 NAEW - Bailey Edward

Thursday April 11, 2013

0700 Ben & Steve onsite  
Driller present on site

Chris Rhismiller EFS  
614-288-7300

0800 Steve & Ben & Chris  
Attend to rig gate safety meeting

0915 Ben into Gault residence to begin site sketch

0700 Site sketch complete

Rooms labeled as follows

~~1 Storage~~ 4 units

~~4 5~~

1	S vestibule / main ENT
2	Sitting Room
3	Kitchen / Dining (including Pantry)
4	E vestibule / Entrance
5	Dining Room
6	Stairs up to 2ND Floor including Cupboard
7	NW Bedroom + small Closet
8	SE Bedroom + closet
9	SW Bedroom + closet
10	Bathroom
11	Stairs to Basement
12	Basement
13	Coal Bin / Storage
14	Pantry
15	Exterior A
16	Exterior B
17	Exterior C
18	Exterior D

(6)

Room Detail	
1 -	Vestibule / Main Entrance
	All walls are wood Painted
	Floor Carpeted
	Windows - 3 side A
	1 side B
	side C Resinane interior
	2 side D
	All windows wood framed w/ stain
	Door in A side Painted white
	ceiling TXI
-	Test wood cove base (Stain)
-	Test windows (Stain)
-	Test Door paint

(7)

2 - Sitting Room

walls A & B are wallpapered  
walls C & D Painted white  
ceiling Painted white

windows wood framed w/ stain on A & B sides

Floor carpeted

Test

wall C  
wall D  
kick boards - wood stain  
window frame - "  
window sill - "  
Door Frame - "  
Ceiling

3 Kitchen/Dining

A side Pantry all wood finished  
All sides wallpapered

windows present on B, A, C sides

1 B side  
2 C side

ceiling Painted white  
Floor carpeted

Test

wood window frames - stain  
ceiling  
wood cabinets - stain  
trim - white  
kick boards - stain

4 E vestibule / Entrance

wall Paper on all walls  
1x1 Ceiling tile  
carpeted Floor

Windows Present on D side (2)

Door - Exterior  
- Storm

Exterior Door Painted white  
Storm Door (metal) Painted white

Test

Door frames - stain  
window frames & sills stain  
Storm door  
Ext. Door  
Cove base - stain

5 Dining Room

walls on all sides wallpapered w/ wood  
kick boards  
Stairs wood paneled  
ceiling Painted white  
1 window present on D side  
Floor - carpeted

Test

ceiling  
kick boards - stain  
window frames w/ stain  
Door frame - stain  
Reductor - Brown (2)

6 Stairs to second floor w/

Cupboard

walls wood paneled

ceiling painted white

wood banister painted white

Stairs carpeted

Cupboard walls painted white

Door & frame stained

Test

Banister

Cupboard Door frame - stain

Cupboard door - stain

Cupboard interior

7 NW Bedroom & small closet

All walls wood paneled

ceiling painted white

windows - 1 B.S.D

1 C.S.D

closet walls painted white

closet walls stained ceiling painted white

Radiator - brown

Floor carpeted

Test

wood window frames / sills

ceiling

closet walls

closet ceiling

Radiator

8 SE Bedroom & Closet

All walls wallpapered  
 Door on C side - Painted white  
 Kickboards Painted white  
 Ceiling Painted white  
 Floor - carpeted  
 Radiator - Brown  
 windows - 1 A side  
 1 D side  
 closet - Door painted white  
 ceiling painted white  
 Kickboards - white  
 walls have wallpaper

Test

Door  
 Door frame  
 Closet Door  
 Closet Door Frame  
 Kickboards  
 Ceiling  
 Radiator  
 window frames & sills

9 SW Bedroom & Closet

All walls wallpapered  
 Door on C side Painted white  
 Closet Door Painted white  
 Kickboards Painted white  
 Radiator - white  
 Ceiling Painted white  
 Floor carpeted  
 windows on A side (1)  
 B side (1)

Test

Kickboards  
 ceiling  
 closet Door & Frame  
 Room Door & Frame  
 windows Frames (Sills (stain)  
 Radiator

## 10 Bathroom

wood Paneling on walls  
Accordion / Folding Door Painted white  
Vanity Painted white  
Ceiling Painted white  
Floor carpeted  
window on B side  
Floor radiator - unpainted

### Test

Door  
Door Frame  
Vanity  
Window Frame & sill (stain)  
Ceiling  
Sine base

## 11 Stairs to Basement

wood stairs Painted Grey  
Emu Painted yellow  
wood (Crisped) Painted yellow  
wood door  
wood ceiling Painted yellow

### Test

ceiling - wood  
walls - wood  
walls cmu  
stairs  
Stair door } stain  
Stair door Frame }

12 Basement

cmu Block walls painted white  
ceiling unfinished wood  
Floor Bare concrete  
shelves painted white  
windows on all sides not painted.

Test

walls  
shelves

13 Coal Bin

wood door painted white  
walls unfinished cmu  
Floor Bare concrete  
ceiling unfinished

Test

Door  
Door Frame

14 Pantry

Emu Black walls painted white  
~~Bare~~ ~~ceiling~~ Concrete ceiling  
Bare concrete floor

Test

walls

Shelves

15 Exterior A

Vinyl Siding  
Vinyl windows - unpainted / Factory Finish  
wood trim painted white

Test

Painted siding

Trim

Door Ext

Painted wood Soffit

15 Exterior B

Vinyl siding

Vinyl window frames - Factory Finish

Test weight BT 4111175

Vinyl siding

16 Exterior C

Vinyl Siding on CMU

Painted CMU

Vinyl Windows - Factory Finish

Softie

Test

Painted CMU

Painted Vinyl Siding

Painted gutter

Softie too high to test - Inaccessible

Painted wood Door to Basement

Painted Downspout

17 Exterior D

Painted Vinyl Siding  
Vinyl windows w/ factory finish  
soffit

Test

Vinyl siding  
CMU blocks  
Basement window frame  
Dowseperl (2)  
Painted soffit  
Painted Storm Door

1000 Ben to Begin Testing Paint combinations  
Identified XAF standardized &  
calibrated off Paint Chip standards  
1.09 ± 0.07

1025 - Door Frame to E vestibule from  
Kitchen tested positive for LBP  
75.00

1125 Wood walls around stairs to  
Basement Painted Grey & Yellow  
Yellow ceiling in stairs all  
contain lead

Stairs themselves do not contain lead

1145 Exterior Testing commenced  
Vinyl siding has been painted &  
is chalking. The CMU block on fire outside  
is sealing. Soffit appears to be sealing  
but is inaccessible for testing.

All - Vinyl siding & all CMU block  
Painted white is lead

1145 cont. Sides A, B & C tested  
 D not tested  
 LBP present on all sides in white  
 Exterior paint  
 1200 XRF calibrated and spot check  
 all tests were within range  
 Ben to collect soil samples around  
 the drip line of the house per  
 Mark plan. Soil tests not available  
 at this time. Soil sample shall be  
 collected in 1 gallon ziplock bag  
 composited & delivered to lab  
 where prior to analysis shall  
 be transferred to appropriate labs  
 All other sample procedures will  
 be followed as described in work  
 plan  
 1215 Review of the approved Final work plan  
 as well as the USEPA Model  
 Lead training manual for inspections  
 it was determined on a perimeter  
 walk

that there were no bare areas around the  
 perimeter drip line. The area is heavily  
 vegetated with grasses. There did not appear  
 to be paint chips or contamination  
 visible in the soil.  
 Recommend utilizing central conductivity  
 during investigation including OSHA  
 requirements. Recommend one excavating  
 around the perimeter a minimum of  
 2" in depth.  
 Soil sampling for lead should be performed  
 at that time.  
 No sampling conducted during  
 site inspection  
 1230 Ben & Steve offsite  


**APPENDIX E**

**CERTIFICATIONS**

### LICENSE INFORMATION

**License Description:** Lead Risk Assessor

[Return to Listing](#)

#### Name and Address

**Contractor Name:** Benjamin Tuthill  
**Company Name:** Alfred Benesch and Company  
**Address:** 7979 E Tufts Ave, Suite #800  
**City/State/Zip:** Denver, CO 80237  
**Phone:** (303) 771-6868    **Ext:** N/A

**License No.:** LA009219  
**Status:** Approved  
**Expiration Date:** 3/19/2015

[View History](#)



# MISERS Occupational Safety Training, Inc.

1825 W. Baker Ave. Englewood, Colorado 80110  
Phone 303 922-0398 Fax 303 922-0124 E-mail training@miserscolorado.com

## Certificate of Attendance and Successful Completion

This is to certify that

**Benjamin Tutthill**

7951 East Maplewood Ave, Suite 122, Greenwood Village, CO 80111

has successfully completed the required training hours and passed the examination required by the Colorado Department of Public Health and Environment for:

### Lead-Based Paint Inspector Refresher - English

For the purposes of accreditation under the Colorado Department of Public Health and Environment Regulation No. 19 and other standards developed by EPA pursuant to Title IV of TSCA.

Training conducted by MISERS Occupational Safety Training, Inc.

Course Dates: August 16, 2010

Certificate #: LIR-4448-2010

Expiration Date: 8 /16/2013



*Deanna G. Leitch*

Instructor

8/16/2010

This course has been granted approval by:  
The State of Colorado

# MISERS Occupational Safety Training, Inc.

1825 W. Baker Ave. Englewood, Colorado 80110  
Phone 303 922-0398 Fax 303 922-0124 E-mail training@miserscolorado.com

## Certificate of Attendance and Successful Completion

This is to certify that

**Benjamin Tutthill**

7951 East Maplewood Ave, Suite 122, Greenwood Village, CO 80111

has successfully completed the required training hours and passed the examination required by the  
Colorado Department of Public Health and Environment for:

## Lead-Based Paint Risk Assessor Refresher - English

For the purposes of accreditation under the Colorado Department of Public Health and Environment Regulation No. 19 and other standards  
developed by EPA pursuant to Title IV of TSCA.

Training conducted by MISERS Occupational Safety Training, Inc.

Course Dates: August 17, 2010

Certificate #: LRR-4448-2010

Expiration Date: 8 /17/2013



Instructor

This course has been granted  
approval by:  
The State of Colorado

8/17/2010

# Certificate of Completion

This Certifies that  
Benjamin Tuthill

has successfully completed the Innov-X Systems  
Radiation Safety & Operator Training for field portable  
X-Ray Fluorescence Spectrum Analyzers

*David Walters*  
Innov-X Systems  
Authorized Trainer

Completion Date  
February 11, 2009

*Donald Sackett*  
Donald Sackett, President  
Innov-X Systems

**APPENDIX F**

**XRF PERFORMANCE CHARACTERISTIC SHEET**

## Performance Characteristic Sheet

**EFFECTIVE DATE:** December 1, 2006

**EDITION NO.:** 1

**MANUFACTURER AND MODEL:**

Make: *Innov-X Systems, Inc.*  
 Models: *LBP4000 with software version 1.4 and higher*  
 Source: *X-ray tube*

### FIELD OPERATION GUIDANCE

**OPERATING PARAMETERS:**

Inspection mode, variable reading time.

**XRF CALIBRATION CHECK LIMITS:**

1.0 to 1.1 mg/cm<sup>2</sup> (inclusive)

**SUBSTRATE CORRECTION:**

Not applicable

**INCONCLUSIVE RANGE OR THRESHOLD:**

INSPECTION MODE READING DESCRIPTION	SUBSTRATE	INCONCLUSIVE RANGE (mg/cm <sup>2</sup> )
Results not corrected for substrate bias on any substrate	Brick	0.6 to 1.1
	Concrete	0.6 to 1.1
	Drywall	0.6 to 1.1
	Metal	0.6 to 1.1
	Plaster	0.6 to 1.1
	Wood	0.6 to 1.1

### 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 from the EPA/HUD evaluation using archived building components. Testing was conducted on 146 test locations, with two separate instruments, in December 2005.

### 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/cm<sup>2</sup> in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm<sup>2</sup> 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/cm<sup>2</sup> 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/cm<sup>2</sup> 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/cm<sup>2</sup>. 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/cm<sup>2</sup> 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:**

For the variable-time inspection paint test mode, the instrument continues to read until it has determined whether the result is positive or negative (with respect to the 1.0 mg/cm<sup>2</sup> Federal standard), with 95% confidence. The following table provides testing time information for this testing mode.

Testing Times Using Variable Reading Time Inspection Mode (Seconds)						
Substrate	All Data			Median for laboratory-measured lead levels (mg/cm <sup>2</sup> )		
	25 <sup>th</sup> Percentile	Median	75 <sup>th</sup> Percentile	Pb < 0.25	0.25 ≤ Pb < 1.0	1.0 ≤ Pb
Wood, Drywall	2.1	2.3	5.4	2.2	5.4	2.2
Metal	2.6	3.2	5.3	2.7	5.1	5.1
Brick, Concrete, Plaster	3.1	4.0	5.7	3.2	4.0	5.9

**CLASSIFICATION OF RESULTS:**

When an inconclusive range is specified on the *Performance Characteristic Sheet*, XRF results are classified as positive if they are greater than the upper boundary of the inconclusive range, negative if they are less than the lower boundary of the inconclusive range, or inconclusive if in between. The inconclusive range includes both its upper and lower bounds. If the instrument reads "> x mg/cm<sup>2</sup>", the value "x" should be used for classification purposes, ignoring the ">". For example, a reading reported as ">1.0 mg/cm<sup>2</sup>" is classified as 1.0 mg/cm<sup>2</sup>, or inconclusive. When the inconclusive range reported in this PCS is used to classify the readings obtained in the EPA/HUD evaluation, the following False Positive, False Negative and Inconclusive rates are obtained:

- FALSE POSITIVE RATE: 2.5% (2/80)
- FALSE NEGATIVE RATE: 1.9% (4/212)
- INCONCLUSIVE RATE: 16.4% (48/212)

**DOCUMENTATION:**

A document titled *Methodology for XRF Performance Characteristic Sheets* 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. For a copy of this document call the National Lead Information Center Clearinghouse at 1-800-424-LEAD.

This XRF Performance Characteristic Sheet was developed by the Midwest Research Institute (MRI) and QuanTech, Inc., under a contract between MRI and the XRF manufacturer. XRF Performance Characteristic Sheets were originally developed by the MRI under a grant from the U. S. Environmental Protection Agency and the U.S. Department of Housing and Urban Development. HUD has determined that the information provided here is acceptable when used as guidance in conjunction with Chapter 7, Lead-Based Paint Inspection, of HUD's *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*.



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# Protect Your Family From Lead in Your Home

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United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

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

---

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

## Read this entire brochure to learn:

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

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

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

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

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



## Simple Steps to Protect Your Family from Lead Hazards

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

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

# Lead Gets into the Body in Many Ways

---

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

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

## Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



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

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

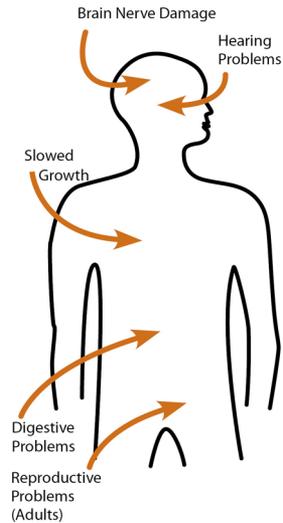
## Health Effects of Lead

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

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

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### **In adults, exposure to lead can cause:**

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

## Check Your Family for Lead

---

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

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Where Lead-Based Paint Is Found

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

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

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

### **Lead can be found:**

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

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

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

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

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

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

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

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

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

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

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

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

## Checking Your Home for Lead

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

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



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

## Checking Your Home for Lead, continued

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

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

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

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

## What You Can Do Now to Protect Your Family

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

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

## Reducing Lead Hazards

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

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



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

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

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Reducing Lead Hazards, continued

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

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

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

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

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

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



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

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

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

## Other Sources of Lead

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**While paint, dust, and soil are the most common sources of lead, other lead sources also exist:**

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](https://www.epa.gov/lead) for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

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

## For More Information

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### **The National Lead Information Center**

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

### **EPA's Safe Drinking Water Hotline**

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

### **Consumer Product Safety Commission (CPSC) Hotline**

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

### **State and Local Health and Environmental Agencies**

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

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

# U. S. Environmental Protection Agency (EPA)

## Regional Offices

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

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

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

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

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

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

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

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-7836

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

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

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

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

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

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

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

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

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

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

## Consumer Product Safety Commission (CPSC)

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

### CPSC

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

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

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

### HUD

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

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# IMPORTANT!

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

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