



# Request for Proposals Environmental Review Consultant(s)

OHIO HOUSING FINANCE AGENCY  
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Columbus, Ohio 43215  
[www.ohiohome.org](http://www.ohiohome.org)

**Date of Release of RFP: August 11, 2017**

Proposals must be submitted no later than 5:00 p.m. EDT on  
Friday, September 15, 2017.

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# Section 1 – Guidelines for Request for Proposals

## 1.1 Introduction

In a concerted effort to efficiently discern the environmental impacts of affordable housing developments funded in part through its various programs, the Ohio Housing Finance Agency (OHFA) requires site-specific environmental screening for all development proposals being considered for financing through four funding sources. These funding sources include:

- HOME Investment Partnerships Program (HOME);
- National Housing Trust Fund (NHTF);
- Ohio Housing Trust Fund (OHTF); and
- Ohio 811 Project Rental Assistance Program (811).

OHFA is seeking a combined Qualification Statement and a Proposal to Perform Services from qualified independent firms (Consultant(s)) to conduct environmental reviews for HOME, NHTF, 811, and OHTF-funded projects in accordance with state and federal requirements and as specified in this Request for Proposal (RFP). These reviews will be submitted for approval to OHFA, the Ohio Development Services Agency (ODSA), and/or the U.S. Department of Housing and Urban Development (HUD) based on the funding source. The contract for environmental services will begin no later than November 1, 2017, and end July 31, 2020 (Contract Term).

The selected Consultant(s) will review all environmental work submitted by Project Sponsors. This will require the Consultant(s) to communicate directly with the Project Sponsors (and at times directly with the consultant(s) hired by the Project Sponsors), conduct site visits, conduct interviews with the project contact person, and propose alternative or mitigating measures if needed. Other federal, state and local authorities may also need to be interviewed by the Consultant(s) staff (i.e., historical society, soil and water conservation district, local fire marshal, etc.).

## 1.2 Timeline

OHFA has established the following schedule for selection of a Consultant(s) to perform services outlined in this RFP:

Event	Date
RFP Issuance Date	Friday, August 11, 2017
Deadline for written questions from prospective bidders	Friday, September 1, 2017 - 5:00 PM EDT
Deadline for OHFA response to written questions	Friday, September 8, 2017 - 5:00 PM EDT
Proposals Due	Friday, September 15, 2017 - 5:00 PM EDT
Selection(s) Announced	Friday, October 6, 2017
Selection Confirmed by OHFA Board	Wednesday, October 18, 2017
Start Date of Services	Wednesday, November 1, 2017

The entire proposal is to be submitted electronically on a CD-R in PDF format. CDs must arrive at OHFA by 5:00 p.m. Friday, September 15, 2017. Proposals will not be accepted via e-mail. Applicants may mail or hand-deliver proposals to:

Ohio Housing Finance Agency  
Attn: Diane Alecusan – RFP Request  
57 E. Main Street  
Columbus, Ohio 43215

Proposals received after the specified date and time will not be eligible for consideration. Any applicant who wishes to confirm receipt of their proposal may contact OHFA by e-mail at [dalecusan@ohiohome.org](mailto:dalecusan@ohiohome.org) (subject: RFP Receipt Confirmation). OHFA will respond by e-mail with confirmation of receipt of the proposal.

The above schedule is subject to change upon written notice from OHFA to all firms to which OHFA has provided these materials and posting to the OHFA website.

### 1.3 Communication regarding RFP

It is the policy of OHFA to accept questions and inquiries from all potential applicants. All questions and inquiries shall be in writing; no verbal requests will be honored. Potential applicants may submit their questions or inquiries via mail or e-mail to:

Ohio Housing Finance Agency  
Attn: Diane Alecusan – RFP Request  
57 E. Main Street  
Columbus, Ohio 43215  
E-mail: [dalecusan@ohiohome.org](mailto:dalecusan@ohiohome.org)

All written questions or inquiries are due by 5:00 p.m. on September 1, 2017. OHFA expects to respond to all questions and inquiries by 5:00 p.m. on September 8, 2017.

OHFA reserves the right to decline to respond to any question or inquiry that will cause an undue burden or expense for OHFA, or which OHFA deems unnecessary for purposes of responding to this RFP.

Verbal communication from any potential bidders regarding this RFP to OHFA staff, staff of the ODSA, and/or OHFA Board members is prohibited.

## 1.4 Review and Award of RFP

OHFA reserves the right to request any additional information to assist in the review process, including requiring oral presentations of proposals to an internal review committee.

The RFP will be awarded to the firm that presents the most effective combination of qualifications, services, understanding of each of the specified environmental review processes, ability to identify and analyze key issues, experience with similar projects, proximity of corporate offices, quality of customer service, assurances and availability of key personnel, and cost. OHFA will post on its website the firm or firms selected to be awarded the contract after formal approval by the OHFA Board no-later-than October 18, 2017.

OHFA reserves the right to reject any and all proposals at any time. OHFA reserves the right to cancel, withdraw, modify or reissue this RFP at any time for any reason.

## 1.5 Agreement for Services

The Agreement for Services will begin November 1, 2017 and expire on July 31, 2020, unless extended. OHFA reserves the right to negotiate the terms and conditions of the Agreement for Services, including the contract amount, with the selected applicant prior to entering into an Agreement for Services.

The selected consultant(s) will enter into a definitive agreement with OHFA, a sample of which is attached and made a part hereof. The relationship between OHFA and the consultant(s) shall be governed by the terms of that agreement. All consultant(s) should review this sample agreement prior to submitting a Qualified Statement and a Proposal to Perform Services.

# Section 2 – General Policies

## 2.1 Phase I ESA review

Each Project Sponsor who receives an award of housing credits, operating assistance or gap financing is required to have a current or updated Phase I Environmental Site Assessment (ESA) for Commercial Real Estate to ASTM Standards, which extends reliance on the report to OHFA and ODSA. For scattered site projects, the sites must be grouped and submitted in no more than four submissions.

In addition, the Phase I shall address any environmental conditions (on or off-site) which, while not meeting the ASTM E1527-13 definition of a recognized environmental condition, could pose a threat to the health or safety of proposed residents at the site. Such potential environmental conditions include, but are not limited to, asbestos, lead-based paint, mines, air quality, and explosion hazards (above ground storage tanks, overhead pipelines, and oil/gas wells). The ASTM E1527-13 minimum search distances for government records must be met for each site and the Phase I shall draw justified conclusions on the potential impact of identified government records sites on the project sites. The Phase I firm shall provide recommendations regarding all identified environmental conditions.

The Consultant(s) will be required to review the submitted Phase I reports for soundness and reliability. The Consultant(s) will have established sources of professional disciplines to evaluate projects and to confer with when proposing alternative or mitigating measures. OHFA Project Administration staff will provide consultation on the process, as requested.

## 2.2 Steps of Workflow

Below is an outline of the general steps in the environmental review process for all projects. Based on the funding source, timing, and other circumstances, these steps may vary between projects.

1. Upon receipt of the Project Sponsor's Application and Phase I report(s) from OHFA the Consultant(s) will send letters within 10 days notifying the Project Sponsors of the environmental review process and request initial information.
2. Consultant(s) will prioritize projects based upon receipt of the information from each Project Sponsor, or as directed by OHFA.
3. For all projects, Consultant(s) will gather background data utilizing the completed OHFA Phase I ESA standards (available for download at [www.ohiohome.org](http://www.ohiohome.org)).
4. As projects are initiated, Consultant(s) will prepare a draft review to identify potential issues such as underground mines, nearby oil or gas wells, and potential wetlands.
5. Consultant(s) will produce and provide a *Needs List* to each Project Sponsor that details any deficiencies and/or follow-up and/or additional documentation needed due to the discovery of potential environmental concerns that result from the Consultant(s) review of the project. **The Needs List will be provided to the Project Sponsor no-later-than 14 business days from the date of the site visit.**
6. Consultant(s) will work with Project Sponsors to coordinate site visits based on the needs assessment mentioned. **All sites visits will be completed no-later-than 45 days after receiving a complete Phase I ESA that complies with OHFA Standards.**
7. Consultant(s) will submit findings and observations from each visit to OHFA.
8. Consultant(s) will initiate all third-party requests for information from state and federal agencies (e.g. the State Historic Preservation Office, U.S. Department of Fish and Wildlife, U.S. Army Corps of Engineers, Ohio Department of Natural Resources, Ohio Environmental Protection Agency, U.S. Environmental Protection Agency, etc.). (This step may or may not be necessary for NHTF and OHTF-funded projects.)
9. Consultant(s) will produce and submit completed environmental report to OHFA (or to ODSA for HOME-funded projects).

## 2.3 Conflict of Interest

Due to the possible perceived conflict of interest, the awarded Consultant(s) will refrain from conducting Phase I, II, or III reports for any projects on which an environmental review will be conducted through the contract that will be entered into with the selected consultant(s).

## 2.4 Projects with Multiple Funding Sources

Projects funded through PP&D may have several funding sources tied to them, including more than one of the four funding sources outlined in this proposal that require an environmental review. While OHFA is not able to estimate the number of projects in this situation, or the specific combination of funding sources that will be involved, the Consultant(s) should consider this in their proposal.

In these cases, separate environmental reviews do not need to be performed but the environmental review and report for the project should meet the requirements of each the funding sources in the project. Cost estimates should be provided that reflect not only projects requiring one type of review, but also what pricing would be for a report that reflects the requirements of multiple funding sources.

## 2.5 Additional Reviews As Needed

When projects are comprised of scattered sites, sites may change after the site visit due to unforeseen problems. If site changes are authorized by OHFA, the Consultant(s) will incorporate the revised project in the environmental review.

## 2.6 Timeliness and Number of Projects

While OHFA expects **all environmental reports to be completed within 12 months** of submittal to the Consultant(s), OHFA reserves the right to extend the contract period as needed based on project specific issues that may cause delays. Should funds not become available to OHFA for this purpose, OHFA reserves the right to limit the number of reviews completed as appropriate.

Applications will be forwarded to the Consultant(s) on or about the date of the award. The priority for review will be determined in the sequence the Project Sponsor submits evidence of readiness to proceed, or as otherwise noted by OHFA. Readiness to proceed is defined as having identified 100% of the project's sites with all requested information having been submitted. Project Sponsors are required to have 100% of their sites identified by December 31 of the year they are funded.

## 2.7 Reporting

Consultant(s) will prepare and submit to OHFA a monthly project status report based on a template provided by OHFA. The report will include milestones, an estimated completion date, and will note any unusual environmental concerns that affect the progress of the review (i.e. historical, noise, USTs, etc.).

If it is deemed necessary by the Consultant(s) to make changes to a proposed review of a project, the Consultant(s) will include these changes in the monthly report. To the extent that any changes in a scheduled review will require additional work not already contemplated under the original proposal, the Consultant(s) will outline the cost of these additional services in the monthly report. OHFA will review the estimation and determine what if any action should be taken.

## Section 3 – HOME Reviews

### 3.1 Overview

ODSA receives HOME funds from HUD, and sub-grants these funds to OHFA. OHFA then sub-grants these funds to nonprofit organizations (Project Sponsors) to construct or rehabilitate affordable housing. ODSA assumes the role of *responsible entity* as defined in Title 24 of the Code of Federal Regulations, Part 58 (24 C.F.R. § 58).

**Review Standard:** [24 C.F.R. Part 58](#)

**Deliverable:** Environmental Review Record (ERR)

**Number of reviews during Contract Term:** Approximately 10

### 3.2 Scope of Services

In some cases, OHFA may ask the Consultant(s) to review the Phase I ESA for projects applying for HOME funds before awards are made. This review would be primarily for purposes of identifying any red flags that might prohibit the project from utilizing HOME funds. Once a project receives HOME funds, the Consultant(s) will be required to review the submitted Phase I report as described in 2.1 for soundness and reliability and conduct an environmental assessment in accordance with 24 C.F.R. § 58.

Upon completion of each Part 58 review, the Consultant(s) will provide ODSA two hard copies and one electronic copy of each ERR. All subsequent requirements of 24 C.F.R. § 58 will be the responsibility of ODSA. The Consultant(s) will present to ODSA a list of approvals and permits that are required during construction through the completion of the project. ODSA will instruct the Project Sponsor to gather and submit approvals and permits to ODSA and OHFA to complete the record. Once the record is complete, ODSA will provide a copy of the ERR to OHFA.

**Environmental Review Items as outlined in [24 C.F.R. Part 58](#)** (note: this is not a complete outline of the requirements for a Part 58 review. Please refer to 24 C.F.R. Part 58 for full description of the Part 58 review process):

1. Airport Hazards
2. Coastal Barrier Resources
3. Flood Insurance
4. Clean Air
5. Coastal Zone Management
6. Contamination and Toxic Substances
7. Endangered Species
8. Explosive and flammable hazards
9. Farmlands Protection
10. Floodplain Management
11. Historic Preservation
12. Noise Abatement and Control
13. Sole-source aquifers
14. Wetlands Protection
15. Wild and scenic rivers
16. Environmental Justice



### 3.3 Environmental Review Process

1. Projects are notified by OHFA that they are scheduled to receive federal funds.
2. OHFA's ER contractor will provide initial guidance to the project's designated point of contact/developer. The developer will be given a timeframe in which to supply OHFA's contractor with the responses to these standards.
3. OHFA's ER contractor will schedule a site visit and notify the developer of such.
4. OHFA's contractor will provide the developer with a "Needs List" of any additional items that are site specific and required to complete the environmental review record (ERR). In the event that OHFA's contractor discovers items of concern after the initial needs list response, a project could receive an additional needs list(s).
5. Once all of the requested items are supplied to OHFA's contractor, the contractor will complete the ERR and supply the developer with a list of site specific mitigations. Once the mitigations are agreed to, OHFA's contractor will release the ERR to OHFA and ODSA.
6. Once ODSA has reviewed the ERR, the developer will be contacted with the instructions for posting the public notice. Once the notice is published, the comment period will begin. This is typically a 4 to 6 week process.
7. Once the posting period is complete, ODSA will submit a formal request for release of funds (RROF) to HUD.
8. Once HUD issues the release the project will be notified. At this point, and not until then, construction can commence.

### 3.4 Timeframe

The above outlined process can take anywhere between 60-360 days from start to finish. The shorter time frame relies on a "clean site" and a motivated developer. Should either of these two things be missing the process will take longer.

## Section 4 – Ohio Housing Trust Fund Reviews

### 4.1 Overview

ODSA receives OHTF funds from the State of Ohio, and sub-grants some of these funds to OHFA. OHFA then sub-grants these funds to nonprofit and for-profit organizations and companies ("Project Sponsors") to construct or rehabilitate affordable housing. OHFA has created environmental review standards for projects awarded OHTF funds in an effort to ensure that all health and safety issues are adequately addressed.

**Review Standard:** [OHFA Environmental Review Standards for OHTF-Funded Projects](#)

**Deliverable:** ER Light report

**Number of reviews during Contract Term:** Approximately 50

## 4.2 Scope of Services

When a project receives OHTF dollars, OHFA will require a review of the Phase I pursuant to the agency's internal standards and completion of an ER Light Report. There may also be projects that receive OHTF dollars that will require review of Phase II ESAs.

Upon completion of each ER Light report, the Consultant(s) will provide OHFA one electronic copy of each Record.

Environmental Review Items as outlined in [OHFA Environmental Review Standards for OHTF-Funded Projects](#) (please see linked document for more details on the below items):

1. A Phase I ESA in accordance with the ASTM E1527-13 standard.

*As per the scope of the Phase I ESA, the following ASTM required items shall be included:*

2. United States Geological Survey (USGS) Topographic map of the site with the site boundary drawn to scale

3. Environmental liens and activity and use limitations (AULs) information

4. Interviews with local government officials (Health Department and Fire Department) and interview with key site manager (owner, or owner representative)

5. Adequate historical documentation for the site and adjacent properties, identifying the site's first use or back to 1940, whichever is earlier

6. Interior inspection of all on-site structures

7. Search of government database records to the ASTM required approximate minimum search distances. Shall include an evaluation of the significance of the database listings

8. Conclusion statement regarding the presence or absence of recognized environmental conditions (RECs)

9. Environmental professional statement

10. Environmental professional qualifications

*Should the Phase I ESA identify recognized environmental conditions (RECs) or other concerns, the following item will need to be satisfied:*

11. If RECs or other concerns are identified, they should be resolved

*The following requirements are in addition to the ASTM E1527-13 Phase I ESA:*

12. A "reliance" statement/letter to the Ohio Housing Finance Agency

13. A site plan (must show prominent site features including any identified concerns and identify adjacent land use, including the names of any commercial or industrial businesses.)

14. Color photographs scaled to print at no smaller than 3"x5" on a full-sized printout.
15. Floodplains
  - a. Complete a review of the Federal Emergency Management Agency (FEMA) map and determine whether the Site is located within the 100-year floodplain.
16. Wetlands
  - a. Provide consideration of the presence of wetlands on the site. This should include site observations, review of the USFWS National Wetland Inventory map, and review of NRCS county soil survey information for the presence of hydric soils.
  - b. If a study has already been performed, it can be used to meet this requirement.
17. Noise
  - a. Provide consideration of the presence of major roadways within 1,000 feet, railroads within 3,000 feet, and airports within five (5) miles of the site.
18. Air Quality consideration
  - a. Determine whether the Site is located in an Air Quality Non-Attainment Area
  - b. Determine whether there are any AIRS facilities or TRI facilities having air releases within 1,000 feet of the Site
19. Visible mold consideration
20. Farmland protection consideration
  - a. Determine whether the Site is included in any existing farmland preservation agreements or areas
21. Environmental justice consideration
  - a. Include a "printable standard report" for the site and a one-mile buffer from USEPA's EJScreen online tool
22. Radon consideration: See Attachment A
23. Traffic hazard consideration for vehicles and pedestrians
24. Explosion hazards consideration
  - a. Determine the presence or absence of high-pressure gas transmission lines (i.e., at least four inch diameter or 400 psi) within 220 yards of the site. This may include review of the U.S. DOT National Pipeline Mapping System. Determine the presence of above ground storage tanks (ASTs) visible from the project site; if present, provide capacity and contents. Determine the presence of oil and gas wells in the vicinity of the site using the ODNR oil and gas well GIS website.
25. Underground mines, sink holes, or tunnels
  - a. Include a review of the Ohio Department of Natural Resources (ODNR) Abandoned Underground Mine Locator Map and any relevant local sources
26. Zoning code consideration
  - a. Identify zoning classification and obvious violations
27. Soil suitability

- a. Determine whether the onsite soils are suitable for construction of the proposed development using NRCS classifications.
- b. If a geotechnical study of the site has been performed, it can be used to meet this requirement.

28. Steep slopes, lakes, ponds, or culverts consideration

- a. Slip, trip, fall or other safety hazard

29. Lead-based paint (LBP) consideration

30. Asbestos-containing materials (ACMs) consideration

### 4.3 Environmental Review Process

1. Projects are notified by OHFA that they are scheduled to receive OHTF funds.
2. OHFA's contractor will conduct an initial review of the Phase I ESA report and any other submitted reports. Based on review of provided reports and OHFA's contractor's internal review, if insufficient information is available to satisfy the environmental review items, then the project contact will be provided with a "Needs List" of any deficient items or additional items that are site-specific and required to complete the "ER Light" review. In the event that OHFA's ER contractor discovers items of concern after the initial needs list is responded to, a project could receive additional needs list(s).
3. OHFA's Contractor will coordinate with the project contact to schedule a site visit.
4. Once all of the required and requested items are supplied to OHFA's ER contractor, the contractor will complete the environmental review and provide OHFA with a final copy of the "ER Light" report including a list of required mitigations.
5. OHFA will issue an "Environmental Release" letter to the project contact, which will include the required mitigations. Once signed by the project contact, construction can commence.

### 4.4 Timeframe

The above outlined process is approximately 4 to 6 weeks from start to finish. This time frame relies on a resolution of RECs or other concerns, if applicable, and a motivated developer. Should either of these two things be missing the process may take longer.

## Section 5 – National Housing Trust Fund Reviews

### 5.1 Overview

ODSA was awarded NHTF funds in 2016 and sub-grants these funds to OHFA. OHFA then sub-grants these funds to Project Sponsors to construct or rehabilitate affordable housing. The NHTF Environmental Provisions for new construction and rehabilitation under the Property Standards at 24 C.F.R. § 93.301(f)(1) and (2) are similar to HUD's Environmental Regulations at 24 C.F.R. Parts 50 and 58. NHTF projects are subject to the same environmental concerns that HUD-assisted projects are subject to. The main difference is that the NHTF Environmental Provisions are outcome based, and exclude consultation procedures that would be applicable if NHTF project selection was a federal action.

**Review Standard:** [NHTF Environmental Provisions](#) for new construction and rehabilitation under the Property Standards at [24 C.F.R. § 93.301\(f\)\(1\) and \(2\)](#); additional guidance found in [Notice CPD-16-14](#).

**Deliverable:** NHTF Environmental Report

**Number of reviews during Contract Term:** Approximately 12

### 5.2 Scope of Services

When a project receives NHTF dollars, OHFA will require a review of the Phase I as described above and completion of an environmental assessment in accordance with Title 24 of the Code of Federal Regulations, Part 93.301 (24 C.F.R. § 93.301(f)). There may also be projects that receive NHTF dollars that will require review of Phase II ESAs. Upon completion of each NHTF review, the Consultant(s) will provide OHFA one electronic copy of each Record.

Environmental Review Items as outlined in [24 C.F.R. § 93.301](#) (please refer to C.F.R. and [Notice CPD-16-14](#) for detailed requirements for each of the below items):

1. Historic Preservation
2. Farmland
3. Airport Zones
4. Coastal Barrier Resource System
5. Coastal Zone Management
6. Floodplains
7. Wetlands
8. Explosives and hazards
9. Contamination
10. Noise
11. Endangered Species
12. Wild and scenic rivers
13. Safe drinking water
14. Sole-source aquifers

### 5.3 Environmental Review Process

1. Projects are notified by OHFA that they are scheduled to receive NHTF funds.

2. OHFA's contractor will conduct an initial review of the Phase I ESA report and any other submitted reports. Based on review of provided reports and OHFA's contractor's internal review, if insufficient information is available to satisfy the environmental review items, then the project contact will be provided with a "Needs List" of any deficient items or additional items that are site-specific and required to complete the review. In the event that OHFA's ER contractor discovers items of concern after the initial needs list is responded to, a project could receive additional needs list(s).
3. OHFA's Contractor will coordinate with the project contact to schedule a site visit.
4. Once all of the required and requested items are supplied to OHFA's ER contractor, the contractor will complete the environmental review and provide OHFA with a final copy of the NHTF report including a list of required mitigations.
5. OHFA will issue an "Environmental Release" letter to the project contact, which will include the required mitigations. Once signed by the project contact, construction can commence.

## 5.4 Timing

OHFA anticipates the above outlined process to take approximately 6 to 12 weeks from start to finish. This time frame relies on a resolution of RECs or other concerns, if applicable, and a motivated developer. Should either of these two things be missing the process may take longer.

# Section 6 – HUD Section 811 Reviews

## 6.1 Overview

OHFA was awarded Section 811 Project Rental Assistance Program funds from HUD in 2015. This funding is for rental assistance payments to owners of eligible multifamily properties. Existing properties that are currently HUD-assisted or HUD-insured and that will not engage in activities with physical impacts or changes beyond routine maintenance activities or minimal repairs are not required to comply with the environmental tenets as outlined in the HUD 811 Program Guidelines, § PRA.215.

**Review Standard:** [§ PRA.215 HUD Section 811 Project Rental Assistance Program Environmental Tenets](#)

**Deliverable:** 811 Environmental Report

**Number of reviews during Contract Term:** Approximately 40

## 6.2 Scope of Services

In some cases, OHFA may ask the Consultant(s) to review the Phase I ESA for projects applying for 811 funds before awards are made. This review would be primarily for purposes of identifying any red flags that might prohibit the project from utilizing 811 funds.

Once a project receives an award of Ohio Section 811 PRA, OHFA will require a review of the Phase I as described above and completion of an environmental review in accordance with HUD § PRA.215. There may also be projects that receive 811 funds that will require review of Phase II ESAs. The Consultant(s) will review these reports as well. Upon completion of each 811 review, the Consultant(s) will provide OHFA one electronic copy of each Record.

Environmental Review Items as outlined in [HUD § PRA.215](#) (please refer to HUD section for detailed requirements for each of the below items):

1. Site Contamination
2. Historic Preservation
3. Noise
4. Airport Clear Zones
5. Coastal Zone Management Act
6. Floodplains
7. Wetlands
8. Siting of Projects Activities Near Hazardous Operations Handling Conventional Fuels or Chemicals of an Explosive or Flammable Nature
9. Endangered Species Act of 1973
10. Farmland Protection
11. Sole Source Aquifers
12. Coastal Barrier Resources Act (§ PRA.216)
13. Lead Based Paint (§ PRA.217)

### 6.3 Environmental Review Process

1. Projects are notified by OHFA that they are scheduled to receive 811 funds.
2. OHFA's contractor will conduct an initial review of the Phase I ESA report and any other submitted reports. Based on review of provided reports and OHFA's contractor's internal review, if insufficient information is available to satisfy the environmental review items, then the project contact will be provided with a "Needs List" of any deficient items or additional items that are site-specific and required to complete the review. In the event that OHFA's ER contractor discovers items of concern after the initial needs list is responded to, a project could receive additional needs list(s).
3. OHFA's Contractor will coordinate with the project contact to schedule a site visit.
4. Once all of the required and requested items are supplied to OHFA's ER contractor, the contractor will complete the environmental review and provide OHFA with a final copy of the 811 report including a list of required mitigations.
5. OHFA will issue an "Environmental Release" letter to the project contact, which will include the required mitigations. Once signed by the project contact, construction can commence.

### 6.4 Timing

OHFA anticipates the above outlined process to take approximately 3 to 6 months from start to finish. This time frame relies on a resolution of RECs or other concerns, if applicable, and a motivated developer. Should either of these two things be missing the process may take longer.

## Section 7 – Required Information for Response to Proposal

All submittals to this RFP MUST conform to the Guide as provided (Exhibit B of this RFP). OHFA strongly encourages all respondents to construct their proposals in a highly detailed and organized manner. OHFA suggests that each “tab” be its own PDF file and labeled as such.

### 7.1 Qualification Statement and Proposal Content

1. Describe your firm’s experience in performing environmental review work. The description of your firm should include, but is not limited to, the following:
  - a. Location and size
  - b. If MBE/EDGE certified
  - c. Number of years of operation
  - d. Number of years’ experience in performing environmental reviews
  - e. Number of reviews in years 2014 through 2017
  - f. Notable reviews
2. Provide a list of disciplines your company offers in evaluating the following:
  - a. Site Storm Water Plan
  - b. Compliance with statutes and regulations listed on the HUD Statutory checklist (24 C.F.R. § 58.5).
  - c. Site hazards and risks
3. Provide an electronic copy(s) of **any** of the following reviews that your firm may have conducted in the last five years:
  - a. A complete 24 C.F.R. §58.36 Environmental Assessment for Commercial Real Estate during the last 3 years.
  - b. A completed 24 C.F.R. §58.37 Environmental Impact Statement (EIS) for Commercial Real Estate.
  - c. One or more individual environmental reports that appear on HUD’s statutory checklist for an EA under 24 C.F.R. §58.5, these include:
    - i. Historic Preservation, 36 C.F.R. 800
    - ii. Floodplain Management, 24 C.F.R. 55, Executive Order 11988
    - iii. Wetland Protection, Executive Order 11990
    - iv. Coastal Zone Management Act, Sections 307 (c) and (d)
    - v. Sole Source Aquifers, 40 C.F.R. 149
    - vi. Endangered Species, 50 C.F.R. 402
    - vii. Wild and Scenic Rivers Act, Sections 7(b) and (c)
    - viii. Clean Air Act, and 40 C.F.R. 6, 51, and 93
    - ix. Farmland Protection Policy Act, 7 C.F.R. 658
    - x. Environmental Justice, Executive Order 12898
    - xi. Noise Abatement and Control, 24 C.F.R. 51B
    - xii. Explosive and Flammable Operations, 24 C.F.R. 51C
    - xiii. Toxic Chemicals and Radioactive Materials, 24 C.F.R. § 58.5(i)(2)
    - xiv. Airport Clear Zones and Accident Potential Zones, 24 C.F.R. 51D
  - d. Environmental Reviews specific to funding sources outlined in this proposal, including Ohio Housing Trust Fund, National Housing Trust Fund, or HUD Section 811 PRAC.



- e. Relevant Project Experience with other relevant projects executed by the firm that involve Local, State and/or Federal programs such as HOME and CDBG. Include the name of the municipality and the type of ER consulting work performed (include samples of the work).
4. For any previous work provided as listed above, provide a list of clients and references for entities for which the work was performed.
5. Indicate whether you have any other current contracts with other state agencies. If so, provide the type of services being rendered, the name of the state agency, the amount of contract, the date of the contract, the percentage completed, and the rate of pay for each contract. Identify if any of these contracts were non-competitively bid.

If you are an individual, indicate if you have been employed by State of Ohio within the last 12 months. If so, state the capacity in which you were employed.

6. Describe, in detail, how your organization (and any and all subcontractors) proposes to conduct the Scope of Services. Indicate who will be responsible for each task and the experience this person has. Include resumes for each person named. Include a list of staff that will be assigned to carry out duties and identify the estimated percentage of each person's time that will be allotted to carry out contracted responsibilities. Tasks should be outlined as follows:

- Assemble Staff
- Prioritize Projects
- Conduct Site Visits and Coordinate with Project Sponsors
- Determine Need for Other Reviews
- Coordinate with Third Parties
- Conduct Reviews
- Prepare the Records

7. Provide a schedule of costs\* that includes all components necessary to conduct a review and to produce the report for each of the four funding sources outlined in this RFP based on the total scope of work as previously outlined. Additionally as outlined in 2.4, cost estimates should be provided that reflect not only projects requiring one type of review, but also what pricing would be for a report that reflects the requirements of multiple funding sources.

For Part 58 reviews, the schedule must include individual cost breakdown for each piece of the review related to the HUD Statutory Checklist (24 C.F.R. § 58.5).

The schedule must also include a TOTAL COST for the entire scope of work for the entire contract.

*\*To include travel, administration, general overhead, and all consulting work necessary to perform the duties herein.*

## Section 8 – Evaluation Process

### 8.1 Minimum Evaluation Requirements

OHFA will assemble a Review Committee. The Committee will consist of management and staff members from various offices throughout OHFA, ODSA and Ohio's State Historic Preservation Office. The committee will evaluate all of the responses to this RFP. Each proposal will be evaluated to ensure that the applicant has complied with each section of this RFP and followed the formatting, organization, and submission requirements as described in this RFP.

### 8.2 Comparative Evaluation Criteria

The Review Committee will evaluate the proposal on the ability of the bidder to deliver the services set forth in the RFP. The bidder will be evaluated on the following **100-point scale\***:

- Firm's ability to conduct environmental reviews, based on experience in performing environmental review work, as described in Section 7.1, #1 & 2 (Maximum score: 10 points);
- Firm's ability to conduct components of environmental reviews, as described in Section 7.1, #3 (Maximum score: 40 points);
- Designated staff's ability to conduct environmental reviews based on experience in performing environmental review work, and carry out specified tasks as outlined in 7.1, #6 (Maximum score: 20 points);
- Cost effectiveness of the proposal based on the schedule of costs in the proposal as outlined in Section 7.1, #7 (Maximum score: 10 points);
- Staff time dedicated to the proposed work and ability to meet workflow requirements (Maximum score: 10 points);
- MBE/EDGE Certified Consultant Participation (Maximum score: 5 points);
- Overall quality, neatness and organization of the proposal (Maximum score: 5 points).

\*The Executive Director of OHFA retains the ultimate discretion as to the awarding of this proposal to the firm it believes most meets the requirements in this proposal and is in the best interests of the Agency.

## Section 9 – Preparing and Submitting the Proposal

### 9.1 Proposal Organization and Format

OHFA requires the applicant to submit their response in the following manner:

- Proposals will be scanned and stored on a CD-R in the PDF format. Applicants may require using two CDs if needed.
- Proposals will be a series of PDF files labeled in accordance with the Guide provided in this RFP.

## 9.2 Submitting the Proposal

- All materials submitted become the property of OHFA and shall be public information unless a statutory exception exists which would thereby determine that such information cannot be released to the public. If you have information in your proposal that you believe is an exemption to the public records laws you must identify each and every occurrence of the information in the proposal on a separate page titled "Exemptions to the Public Records Law". (Refer to the attached Guide page.)
- Applicants will respond to all requirements in this RFP and comply with any terms and conditions outlined in the RFP. Failure to do so may result in disqualification of the proposal.
- All costs incurred in preparation of a proposal shall be borne by the applicant. Proposal preparation costs are not recoverable under the Agreement for Services.
- If during the evaluation process it becomes necessary to make further distinctions between certain applicants, OHFA may be permitted to request certain applicants make oral presentations to OHFA staff members, and/or OHFA Review Committee.
- Proposals received after the deadline will not be reviewed. Applicants are advised that there will be no opportunity to correct mistakes or deficiencies in their proposal after the submission deadline. Proposals that are missing required forms and or information may not be evaluated. It is the sole responsibility of the applicant to ensure its proposal is complete, accurate, responsive to the requirements, and received on time. Proposals not complying with the requirements of the RFP may not be reviewed.
- Proposals received prior to the due date shall remain sealed until posted due date.

# Exhibit A - Sample Agreement for Services

## AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is made and entered into by and between the **Ohio Housing Finance Agency**, (hereinafter referred to as "Sponsor"), and \_\_\_\_\_ (hereinafter referred to as "Contractor").

## STATEMENT OF THE AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

1. Statement of Work. Contractor shall undertake and complete the work and activities set forth in Exhibit I, "Scope of Work", which is attached hereto, made a part hereof, and incorporated herein by reference as if fully rewritten herein. Contractor shall consult with the personnel of Sponsor and with other appropriate persons, agencies, or instrumentalities as necessary to ensure a complete understanding of the work and satisfactory completion thereof.

2. Sponsor's Instructions. Sponsor may, from time to time as it deems appropriate and necessary, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Agreement. Upon such notice and within a reasonable time, Contractor shall comply with such instructions and fulfill such requests to the satisfaction of Sponsor. It is expressly understood by the parties that the instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement. However, they are not intended to amend or alter the terms of this Agreement or any part thereof.

3. Term and Location of Performance.

(a) Term. This Agreement shall be binding upon both parties, and the work described in this Agreement shall commence on \_\_\_\_\_ and all activities under this Agreement shall be completed not later than \_\_\_\_\_, on which date this Agreement shall expire. In the event that the work hereunder is to be done in separate phases, each phase shall be completed within the time prescribed in Exhibit I.

(b) Location of Performance. Contractor affirms that it has read and understands Executive Order 2011-12K issued by Ohio Governor Kasich, that it shall abide by those requirements in the performance of this Agreement, and that it shall perform no services required under this Agreement outside of the United States. The Executive Order is available at the following website:

<http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf>

(c) Change of Performance Location. Contractor also affirms, understands, and agrees to immediately notify Sponsor of any change or shift in the location(s) of services performed by Contractor or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) outside of the United States.

4. Compensation. In consideration of the promises of Contractor herein, Sponsor agrees to pay Contractor at the rates set forth in Exhibit I on a reimbursement basis upon Sponsor's receipt and approval of proper invoices. Contractor shall not be compensated for services rendered hereunder except as expressly set forth herein. The total compensation to be paid to Contractor under this Agreement shall not

exceed \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_\_.00).

5. Proper Invoicing Method. Contractor shall be required to submit proper invoices that are itemized and show all of the following:

- a). Delivery of the commodity or performance of the service described in Exhibit I;
- b). Date or dates of the purchase or rendering of the service;
- c). An itemization of the things or service done, the material supplied or the labor furnished; and
- d). The sum due pursuant to that invoice in relation to the total compensation owed under the Agreement.

The adequacy and sufficiency of such invoices shall be determined solely by Sponsor. If Sponsor determines that an invoice is inadequate or insufficient, or determines that further documentation or clarification is required for a particular invoice, the burden of providing the required information or documentation is on Contractor. Costs incurred by Contractor which are associated with providing the required additional information or documentation and costs which are related to defending an inadequate or insufficient invoice shall not be charged to Sponsor and shall not be considered an allowable expense under this Agreement. Failure to comply with this section shall delay payment to Contractor under this Agreement.

6. Contractor's Expenses. Contractor shall solely be responsible for all office, business, and personal expenses associated with the performance of this Agreement unless otherwise stated herein.

7. Acknowledgment of Independent Contractor Status. Contractor acknowledges and agrees any individual providing personal services under this Agreement is not a public employee for purposes of Chapter 145 of the Revised Code. Sponsor considers Contractor to be an independent contractor or any other classification other than a public employee, and as such, will make no contributions to the public employees retirement system on behalf of Contractor. If Contractor has fewer than five (5) employees, Contractor has been provided an acknowledgment form attached hereto as Exhibit II, which shall be completed by the Contractor and returned to Sponsor to be sent to the Ohio Public Employees Retirement System within thirty (30) days of the start date of this Agreement as required under O.R.C. Section 145.038, which will be used to determine whether the individuals employed by the Contractor are independent contractors or public employees.

8. Termination.

a. General. Sponsor may terminate this Agreement upon thirty (30) days written notice to Contractor if Sponsor determines that the product or services to be provided as further described in Exhibit I is inadequate for the intended use or cannot be feasibly adapted for the intended use. In addition, either Sponsor or Contractor may terminate this Agreement for just cause upon thirty (30) days written notice to the other party. Upon notice of termination, Contractor shall cease all work under this Agreement and shall take all necessary or appropriate steps to limit disbursements and minimize costs in ceasing all work. Contractor shall be required to furnish a report setting forth the status of all activities under the Agreement including, but not limited to, the work completed and the payments received by Contractor and such other information as Sponsor may require. Subject to any claim for damages arising from Contractor's breach, Contractor shall be entitled to compensation for work completed through the date Contractor received notice of termination upon submission and approval of proper documentation or invoices.

b. Services Performed Outside the U.S.

- i. If Contractor or any of its subcontractors perform services under this Agreement

outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. The Sponsor is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the Sponsor all funds paid for those services. The Sponsor may also recover from the Contractor all costs associated with any corrective action the Sponsor may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

ii. The Sponsor may, at any time after the breach, terminate the Agreement, upon written notice to the Contractor. The Sponsor may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

iii. If the Sponsor determines that actual and direct damages are uncertain or difficult to ascertain, the Sponsor in its sole discretion may recover a payment of liquidated damages in the amount of one percent of the value of the Agreement.

iv. The Sponsor, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the Sponsor may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

v. Notwithstanding the Sponsor permitting a period of time to cure the breach or the Contractor's cure of the breach, the Sponsor does not waive any of its rights and remedies provided the Sponsor in this Agreement, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

9. Equal Employment Opportunity. Pursuant to Ohio Revised Code Section 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, disability, national origin, military status or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Contractor further agrees that Contractor, any subcontractor and any person acting on behalf of Contractor or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability, national origin, military status or ancestry. Contractor represents that it has a written affirmative action program for the employment and effective utilization of disadvantaged persons and will file a description of that program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services. Contractor and any of its subcontractors are encouraged to use MBE and EDGE vendors to assist in completing the work under this Agreement.

10. Forbearance. No act of forbearance or failure to insist on the prompt performance by Contractor of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Sponsor of any of its rights hereunder.

11. Indemnification. The Contractor agrees to indemnify and to hold the Sponsor and State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement and the Contractor's performance of the obligations or activities in furtherance of the Project which are attributable to the Contractor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by the Contractor, or joint venturers while acting under this

Agreement. Such claims shall include, but are not limited to, any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks. The Contractor shall bear all costs associated with defending the Sponsor and the State of Ohio against any claims.

12. Ohio Ethics Laws. Contractor, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J); and (2) it has taken and will not take any action inconsistent with those laws, as any of them may be amended or supplemented from time to time.

13. Drug-Free Workplace Compliance. In the event that work performed pursuant to the terms of this Agreement will be done while on state property, Contractor hereby certifies that all of its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

14. Adherence to State and Federal Laws, Regulations. Contractor agrees to comply with all applicable federal, state, and local laws related to Contractor's performance of the obligations of this Agreement. Contractor accepts full responsibility for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Contractor on the performance of the work authorized by this Agreement.

15. Unresolved Findings. Contractor warrants that it is not subject to an unresolved finding for recovery under O.R.C. 9.24. If this warranty is deemed to be false, this Agreement is void *ab initio* and the Contractor must immediately repay to the Sponsor any funds paid under this Agreement.

16. Conflict of Interest. No personnel of Contractor, subcontractor of Contractor or personnel of any such subcontractor, or public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any such person, who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to Sponsor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Sponsor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

17. Miscellaneous.

a). Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b). Forum and Venue. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.

c). Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect

to the subject matter hereof.

d). Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e). Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1). In case of Sponsor, to:

Ohio Housing Finance Agency  
57 East Main Street  
Columbus, Ohio 43215

2). In case of Contractor, to:

[Name]  
[Address]

f). Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

g). Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h). Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i). Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by Contractor without the prior express written consent of Sponsor. Any assignment or delegation not consented to may be deemed void by the Sponsor.

**IN WITNESS WHEREOF**, the parties have executed this Agreement for Services on the last day and year set forth below.

CONTRACTOR:

SPONSOR:

**Ohio Housing Finance Agency**



By: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Sean Thomas  
Executive Director

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

## Exhibit B – Proposal Guide

Applicants should submit the following items as separate PDF files on the CD-R(s). Each PDF file should be labeled exactly as listed below.

<u>Item</u>	<u>RFP Reference</u>
Description of Firm's Experience	7.1 – 1
List of Disciplines	7.1 – 2
Copy of Applicable Previous Work	7.1 – 3
List of Clients/References	7.1 – 4
List of any other State Contracts	7.1 – 5
Organizational/Task Description	7.1 – 6
Cost	7.1 – 7
Exemptions to the Public Record Law	9.2
Completed W-9	

## Exhibit C - Summary of Reports by Funding Source

	Review Standard	Deliverable	Number of reviews during Contract Term (approx.)	Timeframe
<b>HOME</b>	24 C.F.R. Part 58	Environmental Review Record	10	2-12 months
<b>OHTF</b>	OHFA Environmental Review Standards for OHTF-Funded Projects	ER Light report	50	1-2 months
<b>NHTF</b>	24 C.F.R. § 93.301(f)(1) and (2)	NHTF report	12	2-3 months
<b>811</b>	HUD § PRA.215	811 report	40	3-6 months

## Exhibit D - Summary of Review Items by Funding Source

	HOME	OHTF	NHTF	811
Site Contamination	x	x	x	x
Historic Preservation	x		x	x
Noise	x	x	x	new only
Airport Clear Zones	x		x	x
Coastal Zone Management/ Coastal Barrier Resources	x		x	x
Floodplains	x	x	x	x
Wetlands	x	x	x	x
Explosive/Flammable Hazards	x	x	x	new only
Endangered Species	x		x	new only
Farmland Protection	x	x	x	new only
Sole Source Aquifers	x		x	new only
Lead Based Paint	existing only	existing only	existing only	existing only
Safe Drinking Water	x		x	
Wild and Scenic Rivers	x		x	
Air Quality	x	x		