of the General Contractor, the General Contractor shall oversee and be responsible for
the work of the Lead Hazard Control Abatement Subcontractor as stated in the drawings
and specifications.

C. Owner has retained the Consultant for the purposes of project management during Lead-
Based Paint Abatement. The Consultant will represent the Owner in all phases of the
lead-based paint abatement project at the discretion of the Owner. The Lead Hazard
Control Abatement Subcontractor will regard Consultant’s direction as authoritative and
binding as provided herein, in matters particularly but not limited to approval of work
areas, review of monitoring results, completion of the various segments of work, final
completion of the lead-based paint abatement, submission of data, and daily field
punchlist items.

1.07 TENANT COORDINATOR

A. Contractor shall employ, for the duration of the Contract, one Tenant Coordinator who
resides at the Development. This Tenant Coordinator shall serve as the contact person
between the occupants of the Developments and the Contractor, and shall assist in the
coordination of the scheduling.

B. The Owner shall review and approve of the person proposed for employment as the
Tenant Coordinator.

C. The Contractor shall pay the Tenant Coordinator for time not to exceed 40 hours per
week and shall pay him/her a minimum of $12.00 per hour. This hourly pay rate shall
include all insurance and benefits as required by the Owner.

D. The Contractor shall employ the Tenant Coordinator for the time period from the
initiation of the Contract to the completion of the Contract. It is estimated that the
duration of the Contract will be approximately ten (10) months, or as the Contract Time
is specified elsewhere in the bid documents.

E. The cost of the Tenant Coordinator shall be included in the Contract Price. There shall
be no additional cost to the Owner for the Tenant Coordinator.

1.08 USE OF THE CONTRACT DOCUMENTS

A. It has been indicated on the Drawings and in the Specifications what existing items are
to be removed, what are to remain, and what new work is required to fulfill the intent
of the Contract Documents. It shall be incumbent upon the Contractor to visit the Site
and determine existing conditions and what will be required to accomplish the Work
intended by the Contract Documents. No increase in the Contract Sum will be permitted
as a result of the Contractor’s failure to accomplish any or all of the above requirements.

B. An attempt has been made to identify all work related under each Section of the
Specifications. It is the Contractor’s responsibility to coordinate with all trades involved
irrespective of whether the same are listed under "Related Work".
C. All work shall comply with the Contract Documents and with all applicable Codes, laws, regulations, and ordinances wherever applicable. The most stringent of all the foregoing shall govern.

D. It is not intended that the Drawings and Specifications show every detail of the Work, but the Contractor shall be required to furnish within the Contract Sum all material and labor necessary for the completion of the Work in accordance with the intent of the Drawings and Specifications.

E. In case of ambiguity between any of the Contract Documents, the better quality and/or the greater number will be required.

F. The Drawings are to be understood as diagrammatic and are not intended to be rigid in details where such detail may be in conflict with the recommendations of the manufacturers of equipment to be installed or the requirements of the Work. The Work of this Contract includes making such modifications as may be necessary, subject to approval by the Architect, Consultant, and Owner, to correct such conflicts.

G. Equipment and materials specified herein shall be furnished complete with all features normally provided with such items and any features or accessories required by the special conditions of the Work thereunder performed, whether or not specified or drawn in complete detail. Such equipment or materials shall be subject to the approval of the Architect, and shall in all cases be suited to the purpose for which it is intended and shall bear guarantees and certifications as specified herein or required by law regardless of the manufacturer’s standard practice.

H. General Notes appearing on the Drawings are hereby made part of these Specifications. Conflicts between these notes and the Specifications shall be resolved in accordance with the General Conditions, as amended.

I. Drawings shall not be scaled. Field verification is required, since actual conditions may vary from recorded data.

J. Should the Drawings not agree in themselves or not agree with the Specifications, the greater quantity or superior quality of work or materials shall be estimated upon and included in the bid price. The Contractor shall call such discrepancies to the attention of the Architect as soon as they are noted.

K. All items, not specifically mentioned in the Specifications or noted in the Drawings but implied by trade practices to form part of the complete installation, shall be included.

1.09 EXAMINATION OF THE SITE

A. It is understood that the Contractor has examined the Site and made his own estimates of the facilities and difficulties attending the execution of the Work, and has based his price thereon.
Appendix 7.3

B. Except for unforeseeable concealed conditions as determined by the Architect or Consultant, the Contractor shall make no claim for additional cost due to the existing conditions at the site, which, in the opinion of the Architect, with reasonable diligence could have been ascertained by the Contractor in his examination of the Site.

C. In the case of certain materials and work where quantities are not precisely established, the use of Allowances and Unit Prices is intended to establish a cost basis for a certain quantity of work and variations therefrom.

1.10 CONSTRUCTION PROGRESS SCHEDULE

A. To assure adequate planning and execution of the Work, and to assist the Architect and Consultants in appraising the reasonableness of the Contractor’s applications for payment, the Contractor shall prepare and maintain a detailed Progress Schedule. This schedule shall be prepared by the Contractor in accordance with requirements stated in Section xxx Scheduling and Phasing of this Specification and be approved by the Architect and Owner prior to the commencement of any work on this project.

B. Schedule of work of this Contract shall include the notification requirement of 5 days prior notification to tenants and regulatory agencies for the work of Section 02080 and 02090 and other related sections. This notice shall be given individually for each apartment and shall not be given all at one time for all the apartments, but a maximum of seven (7) days prior to the start of the work at each apartment.

C. The Contractor shall supervise and direct the work of his and other trades using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract.

1.11 TESTING LABORATORY SERVICES

A. Product testing shall meet current UL standards. Contractor shall submit to the Architect the product data as required by Section 01300 or employ a testing laboratory to perform product testing to confirm the use of acceptable materials and methods.

B. Refer to Section XX for testing and analysis of waste generated during the work of this and related sections.

1.12 RUBBISH AND WASTE MATERIAL

A. All rubbish and waste material from the Work shall be neatly stacked or kept in suitable containers and removed regularly from the premises. The premises shall be kept clean and in an orderly condition at all times to the reasonable satisfaction of the Owner, the Consultant and Architect.

B. Frequency of removal shall be made satisfactory to the Architect, Consultant and the Owner. At no time shall waste be removed from the site without the following documentation submitted for approval by Consultant:
1. Waste manifest, as waste is generated and contained for disposal.
2. TCLP Testing results, as required by the specification.
3. Clerk sign-off of a copy of the manifest.

1.13 DELIVERY AND STORAGE
A. Materials for all trades shall be delivered to the job site in manufacturer’s original unopened containers with manufacturer’s brand name clearly marked thereon.
B. Contractor shall handle and store materials carefully in accordance with manufacturer’s recommendations and protect them from moisture and extremes of heat and cold.
C. Copies of Purchase Orders, Shipping Manifests and Bills of Lading shall be available to the Architect and Owner upon request.

1.14 SUBSTANTIAL COMPLETION
A. Interim Substantial Completion dates will be declared according to the following schedule:
   1. For work on the exterior of each building, including installation of new materials, as well as any required patching or work on the interior of any unit in that building Interim Substantial Completion will be declared upon completion of the work at each building.
   2. For work of this contract, Substantial Completion will be declared upon completion of the entire work of the Contract.
B. In order for an Interim Substantial Completion date to be declared, the applicable submittal requirements of Section XX shall have been met.
C. At the conclusion of the Project, a Final Substantial Completion date will be declared which will constitute acceptance of the project as a whole and which must be achieved within the time allotted for the work of this Contract.

1.15 CLOSE-OUT AND PUNCHLIST
A. Refer to Section XX for additional close-out requirements.
B. The Contractor shall carefully check his own work and that of Subcontractors as the work is being performed. Unsatisfactory work shall be corrected immediately.
C. During the finishing stages of the Project, the Contractor shall make frequent inspections with Subcontractors and the Architect, Project Inspector, Project Monitor, and/or Clerk-of-the-Works (Project Representative) to progressively check for and correct faulty work.
D. When the Contractor determines that the work is substantially complete, that is, has less than one percent of his Contract remaining to be completed, he shall prepare for submissions to the Architect a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to
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complete all work in accordance with the Contract Documents.

E. Upon receipt of the Contractor’s list of items to be completed or corrected, the Architect and/or Clerk will promptly make a thorough inspection and prepare a "punchlist", setting forth in accurate detail any items on the Contractor’s list and any additional items that are not acceptable.

F. When the "punchlist" has been prepared, the Architect and/or Clerk will arrange a meeting with the Contractor and Subcontractor to identify and explain all punchlist items and answer questions on the work which must be done before final acceptance.

G. If the Contractor gives notice that a Subcontractor has completed his "punchlist" items, the Architect and/or Clerk shall inspect that portion of the work, and, if the items are found to be satisfactorily completed, advise the Contractor accordingly.

H. The General Contractor shall correct all "punchlist" items or shall cause the correction of the "punchlist" items within a time frame to be established when the "punchlist" is made. The time frame for the completion of the "punchlist" shall not exceed the completion date phase of the Contract as agreed to in the project scheduling. Should the "punchlist" not be completed within the specified time frame, the Owner may invoke the rights given under the General Conditions.

I. The Architect shall not be expected to inspect any building more than once to inspect for the preparation of the "punchlist" items, or if fifteen or more distinct deficiencies are discovered by the Architect during such inspections. If, during an inspection under this Paragraph, the Architect does discover fifteen deficient conditions at the building, then the building shall be declared Not Ready for Inspection.

J. For all work associated with each building, all punchlist items shall be complete prior to declaration of Interim Substantial Completion and full-time reoccupancy of the units.

K. All inspections required for lead hazard control compliance will be performed by the Project Monitor and Project Inspector respectively.

1.16 CLEANING

A. Throughout the construction period, maintain the building and site free of rubbish, debris, surplus materials, and other items not required for the construction of the Work. Remove such materials from the site regularly to prevent accumulations. Remove all construction debris from work areas, and remove all hazardous items as required by the most current federal, state and local regulations and the requirements of the specifications. In areas where finish work is being conducted, remove dust, dirt and other matter as required to provide safe and proper working conditions.

B. Final Site Cleaning - At the time of the Architect’s inspection for Substantial Completion, all materials, surfaces, and finishes shall be completely clean to the satisfaction of the Architect. The completed structures shall be left thoroughly clean and ready for
Appendix 7.3

occupancy as described in Section XX.

C. Final Unit Cleaning shall occur as described in Section XX. Cleaning activities required for lead hazard control abatement, and selective demolition shall be performed in accordance with the most current federal, state and local regulations and these specifications.

1.17 SETS OF DOCUMENTS FURNISHED

A. In addition to the executed set of Contract Documents, the Owner will furnish six (6) sets of prints of the Contract Documents. The Owner may, on request of the Contractor, provide other sets of the Contract Documents used in the bidding for use of the Contractor on condition that the Contractor shall accept these sets as is, without warrantee from the Owner, and that any marking or notations found on these sets shall have no meaning. The Contractor shall also make arrangements with the Architect to secure and to pay for one set of "wash-off mylar" reproducible Drawings from which the Contractor may make additional prints, at its expense, and which will be used for the Record Documents in accordance with this Section.

B. Contractor will receive a copy of the Lead Paint Inspection reports for the units tested.

C. Contractor will receive a copy of the Asbestos Containing Material Report for the units tested.

1.18 WEEKLY CONSTRUCTION MEETINGS

A. Contractor shall attend weekly project construction meetings throughout the project, to be held at a time convenient to Owner and Contractor.

B. Consultant and/or Architect and Clerk will attend weekly meetings and record the information discussed. Meeting notes will be produced and distributed to all attendees.

C. Contractor shall review and submit, in writing, comments to the Clerk on any disagreements with items or statements in the meeting notes, within five (5) days of the receipt of the meeting notes. The Architect and/or Consultant will review and make changes as applicable.

D. Meeting notes will be made part of the permanent record for the project. Any clarification or changes in the intent or interpretation of the specification documents will be made in writing as discussed in the construction meeting.

E. The following personnel shall attend all construction meetings:

1. General Contractor’s Superintendent
2. Lead Hazard Control Subcontractor’s Supervisor
3. Tenant Coordinator

F. Representatives of any subcontractors shall attend the weekly construction meetings as requested by the Architect and Owner.

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1.19 ADDITIONAL GENERAL REQUIREMENTS

A. The Contractor shall employ a competent individual with at least five years rehabilitation experience on similar building types as superintendent who shall be in responsible charge of the work and have full time daily supervision of same.

B. The Lead Hazard Control Subcontractor shall employ a competent Licensed Supervisor with at least three years lead hazard control supervisory experience on projects of similar scope and magnitude who shall be responsible for all work involving lead-based paint abatement as described in the specifications and defined in applicable regulations, and have full-time daily supervision of the same.

C. The Contractor shall allow the work of this contract to be inspected if required by local, state, federal and any other authorities having jurisdiction over such work. Contractor shall immediately notify Owner and Architect and shall maintain written evidence of such inspection for review by the Architect, Consultant and Owner.

D. The Contractor shall obtain the approval of the local fire department, if necessary, for all finish materials, and the use of lead hazard control work area isolation materials.

E. The Contractor shall incur the cost of all fines resulting from regulatory non-compliance as issued by federal, state, and local agencies. Contractor shall incur the cost of all work requirements mandated by federal, state, and local agencies as a result of regulatory noncompliance or negligence.

F. The Contractor shall immediately notify the Consultant and Architect of the delivery of all permits, license, certificates of inspection, of approval, of occupancy, etc., and any other such instruments required under codes by authorities having jurisdiction, regardless of to whom issued, and shall cause them to be displayed to the Consultant and Architect for verification and recording.

G. The Contractor shall submit all drawings, samples, product information, testing results, and all other submittals and information required by the Contract to the Architect who will process the submittals for Consultant, Architect and Owner approval.

H. The Contractor shall supply to the Owner Record Drawings as described in Section XXX.

PART 2 - PRODUCTS

2.01 GENERAL

A. Provide and maintain all services, materials, equipment and labor required for the Work of this Section.

B. Comply with all applicable requirements of the Specifications for materials and assemblies required for Work of this Section.

C. Construction and materials required for the Work of this Section and not provided for in
the Specifications shall be made acceptable to the Architect and Consultant.

D. Remove from the site all materials and supplies provided in this Section when no longer required.

E. If requested by the Consultant or Architect, submit Record Drawings or Product Data, as applicable, for products used in the work of this Section in accordance with section XX.

END GENERAL CONDITIONS
LEAD-BASED PAINT ABATEMENT SPECIFICATIONS

PART 1 GENERAL

1.0 GENERAL PROVISIONS

A. Attention is directed to the Contract and General Conditions and all Sections within Division 1, General Requirements, which are hereby made a part of this Section of the Specifications.

B. Time, Manner, and Requirements for Submitting Sub-Bids:

1. Sub-Bids for Work under this Section shall be for the complete Work and shall be filed in a sealed envelope with the Owner at a time and place as stipulated in the Notice to Contractors.

The following shall appear on the upper left-hand corner of the envelope:

NAME OF BIDDER: ______________________________
SUB-BID FOR SECTION: Lead Based Paint Abatement

2. Each Sub-Bid submitted for Work under this section shall be on forms furnished by the Owner as required by local law or federal regulations. Sub-Bid forms may be obtained at the office of the Owner, or may be obtained by written or telephone request.

3. Sub-Bids filed with the Owner shall be accompanied by Bid Bond or Cash or Certified Check or a Treasurer’s or Cashier’s Check issued by a responsible bank or trust company payable to the Owner in the amount of Five Percent (5%) of the Bid. A Sub-Bid accompanied by any other form of Bid Deposit than those specified will be rejected.

C. Reference to Drawings: Work to be performed is shown on Drawings.

1.1 SCOPE OF WORK

A. Summary. Work outlined includes the complete abatement of all exterior lead-based painted building components on xx residential buildings located at the xxx housing site, Any Town, USA. Work is shown on the Hazardous Materials and Selective Demolition drawings. Abatement work is being performed as an integral portion of the overall exterior modernization (housing rehabilitation) of both sites. Strict coordination of all
general industry trades, as well as lead-based paint abatement and asbestos removal work will be extremely important.

Abatement work will include, but not be limited to, removal and disposal of exterior trim, windows, doors, canopies, porch lattice, electrical conduit, attic and roof vents, soffits and drainage components. Additional building components requiring abatement will include, but not be limited to, bulkheads, flashing and steel lintels at all masonry openings, porch railings and balusters, and round crawlspace vents. Lead-based paint abatement work will be integrated into the construction work and the asbestos removal work on all buildings.

Removal of lead-based paint-covered exterior trim components, windows, doors, canopies, and drainage components will be closely coordinated with the Asbestos Abatement Subcontractor. Abatement work is being performed as an integral portion of the overall exterior modernization of the sites. Strict coordination of all general industry trades, as well as all subtrades will be extremely important.

Abatement work will include, but not be limited to, removal and disposal of exterior clapboard and wood shingle siding and associated trim, windows, doors, canopies, porch lattice, electrical conduit, attic and roof vents, soffits and drainage components. Additional building components requiring abatement will include, but not be limited to, bulkheads, flashing and steel lintels at all masonry openings, porch railings and balusters, and round crawlspace vents.

1.1.1 Overview. This project is being carried out to eliminate hazards relating to the presence of lead-based paint. The work to be carried out, together with the steps to be taken to adequately protect the workers, assure a safe workplace, and provide for a safe adjoining environment are described in the following section.

1.1.2 Owner’s Role. The performance and execution of the project shall be monitored by Owner or Owner’s designated representative to ensure full compliance with these Specifications and applicable regulations. Owner will assume the cost associated with the independent laboratory and inspection work required in this Specification for the final clearance testing and random analyses as specifically noted.

1.1.3 Consultant’s Authority. The Owner has retained an environmental consultant for the purposes of the management of the Lead-Based Paint Abatement described herein. The Consultant will represent the Owner in all phases of the lead-based paint abatement project at the discretion of the Owner. The Abatement Subcontractor will regard the Consultant’s direction as authoritative and binding as provided herein, in matters particularly, but not limited to, the following:

A. Approval of work areas.
B. Review of monitoring results.
C. Completion of the various segments of work.
D. Final completion of lead-based paint abatement.
E. Submission of data.
F. Daily field punchlist items.

1.1.4 Division 1 applicability. The Conditions of the Contract and Division 1, General Requirements shall be part of this Section.

A. Document Review. Contractors shall examine all Drawings and all other Sections of the Specifications for requirements affecting the work of this Section. Questions on interpretations, omissions, and methods should be referred to the Owner.

1.2 GENERAL REQUIREMENTS

1.2.1 Definitions. Applicable provisions of the General Conditions and Supplementary Conditions of the Contract and General Requirements are given in this Section. For the purposes of this Section:

A. Abatement: Means any measure designed to permanently eliminate lead-based paint hazards in accordance with standards established by the EPA Administrator pursuant to Title IV of the Toxic Substances Control Act (TSCA). Abatement strategies include: removal of lead-based paint; enclosure of lead-based paint; encapsulation of lead-based paint (with a product that has been shown to meet standards established or recognized pursuant to Title IV of TSCA); replacement of building components coated by lead-based paint; removal of lead-contaminated dust; removal or covering of lead-contaminated soil with a durable covering (not grass or sod, which are considered interim control measures); as well as all preparation, cleanup, disposal, post-abatement clearance testing, record-keeping, and monitoring (if applicable).

B. Abatement Area: Means the exterior of the building or an area isolated from the building interior by containment.

C. Accessible Surface: Means any surface which is below five (5) feet in height from the floor or ground or is exposed in such a way that a child can come in contact with the surface.

D. Biological Monitoring: Is the analysis of a person’s blood to determine the level of lead contamination in the body. Biological monitoring for lead hazard reduction work includes blood sampling and analysis for lead and zinc protoporphyrin levels.

E. Certified Industrial Hygienist: Is a person certified by the American Board of Industrial Hygiene and who has at least four years experience and a graduate degree or five years experience; and who has passed a two-day examination offered by the Board (see also industrial hygienist).

F. Change Room: The area of a worker decontamination facility used for removing protective equipment prior to entering the clean room.

G. Clean Room: The area of a worker decontamination facility used for donning protective
equipment and storing street clothes.

H. Code Enforcement Agency: Means the State Lead Poisoning Prevention Program or its agent, or the local board of health or other agency responsible for enforcing the State Sanitary Code or sections thereof.

I. Commissioner: means the Commissioner of Public Health

J. Common Area: Means a room or area that is accessible to more than one tenant in a building (e.g., common hallways, stairwells, laundry rooms).

K. "Consultant": Shall refer to the Environmental Consultant, and its designated, authorized representatives.

L. Containment: Means a process for protecting other workers, residents, and the environment by isolating areas from exposures to lead dust and debris created during abatement in a work area.

M. Decontamination of Personnel: Shall include, at a minimum, HEPA vacuuming of disposable personal protective clothing according to the provisions in 29 CFR 1926.62.

N. Decontamination of Work Areas: Shall be as specified in Section 3.1.

O. Defective Surface: Means peeling, flaking, chalking, scaling, or chipping paint; or, paint over crumbling, cracking, or falling plaster, or plaster with holes in it; paint over a defective or deteriorating substrate; paint that is separating from the substrate; and paint that is damaged in any manner such that a child can be exposed to the paint from the damaged area.

P. Employee: Any person employed or hired by an employer in any lawful employment.

Q. Employer: Any person, firm, corporation, partnership, association, or other entity engaged in a business or providing services, including the State and any of its political subdivisions, or any person acting in the direct interest of any of the foregoing in relation to any employee or place of employment.

R. Elevated Blood Lead Level: In adult workers, means a blood lead concentration equal to or greater than twenty-five (25) micrograms per deciliter (µg/dl) or an increase of ten (10) µg/dl above baseline levels.

S. Enclosure: Means covering surfaces and sealing or caulking with durable materials so as to prevent or control chalking, peeling, or flaking substances containing toxic levels of lead from becoming part of house dust or accessible to children.

T. Entity: Means any person, partnership, firm, association, corporation, sole proprietorship, or any other business concern, state or local government agency or political subdivision or authority thereof, or any religious, social, or union organization, whether operated for profit or otherwise.
U. "General Trades Contractor": Shall refer to the contractor responsible for coordination of all filed sub-bids and general construction.

V. Hazardous Level of Lead for Waste Disposal: Is 5.0 parts per million (ppm) as defined by RCRA Toxicity Characteristic Leachate Procedure (TCLP) or other requirement set by local or state authorities.

W. High Efficiency Particulate Air (HEPA) Filter: Means a type of filtering system capable of filtering out particles of 0.3 microns or greater diameter from a body of air at 99.97% efficiency or greater.

X. High Phosphate Detergent: Is detergent which contains at least five percent (5%) tri-sodium phosphate (TSP) or other equally effective cleaning agent.

AA. Intact Surface: Means a defect-free surface with no loose, peeling, chipping, or flaking paint. Painted surfaces must be free from crumbling, cracking, or falling plaster and must not have holes in them. Intact surfaces are not damaged in any way.

BB. Lead-based: Refers to paints, glazes, and other surface coverings containing a toxic level of lead.

CC. "Owner": Shall refer to the Owner and its designated, authorized representatives.

DD. Paint Removal: Means a strategy of abatement which entails stripping lead paint from surfaces.

EE. Qualified Abatement Subcontractor: A sub-contractor capable of providing a properly trained and equipped work force for abatement work. All workers employees to perform abatement activities shall have successfully completed a minimum of 24 hours of training in the potential hazards of abating lead based paint. Abatement contractors must possess the appropriate license or certification from the State or local government.

FF. Removal: Means a strategy of abatement which entails the removal of components, such as windows, doors, and trim that contain toxic levels of lead such that new components which are lead free may be installed.

GG. "Subcontractor": Shall refer to the Abatement Contractor.

HH. Toxic Level of Lead in Surface Coatings: Is 1.0 milligrams or more per square centimeter (mg/cm²) by XRF methods or 5,000 µg/g (0.5%) by laboratory testing, as defined in HUD Regulation and the Lead-Based Paint Poisoning Prevention Act.

II. Toxicity Characteristic Leachate Procedure (TCLP): Is the EPA required sample preparation for determining the hazard characteristic of a waste generated at a lead abatement site.
J. "Wet Wall": Shall refer to walls which contain plumbing fixtures and/or pipes, including both supply and sanitary lines;

1.3 APPLICABLE DOCUMENTS/REFERENCES

1.3.1 Safety Regulations. The following are some applicable Federal regulations:

**Occupational Safety and Health Administration**

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

**Environmental Protection Agency**

- 40 CFR Part 261 United States Environmental Protection Agency Regulations

**Department of Housing and Urban Development**

- 24 CFR Parts 35, 36, 37 HUD Lead-Based Paint Regulations
- HUD Guidelines for the Evaluation and Control and Lead-Based Paint Hazards in Housing

1.3.2 Codes and Standards. All work shall conform to the standards set by applicable federal, state and local laws, regulations, ordinances, and guidelines in such form in which they exist at the time of the work on the contract and as may be required by subsequent regulations including the following:

1. ANSI Z288.2-8 Practices for Respiratory Protection
C. U.L. - Underwriters Laboratories, Inc.

1.3.3 Abatement Regulations and Guidelines. In addition to any detailed requirements of the Specifications, the Abatement Subcontractor shall, at his own cost and expense, comply with all laws, ordinances, rules, and regulations of federal, state, regional and local authorities regarding handling and storing of lead waste material. The Contractor and Subcontractor must also comply with the provisions of the HUD Guidelines for the Evaluation and Control and Lead-Based Paint Hazards in Housing

1.3.4 Abatement Subcontractor’s Responsibility

A. All regulations by the above and other governing agencies in their most current version are applicable throughout this project. Where there is a conflict between this Specification
and the cited federal, state or local regulations or guidelines, the more restrictive or stringent requirements shall prevail. This Section refers to many requirements found in these references, but in no way is it intended to cite or reiterate all provisions therein or elsewhere. It is the Abatement Subcontractor’s responsibility to know, understand, and abide by all such regulations, guidelines and common practices.

1.4 Abatement SUBCONTRACTOR

1.4.1 Qualification Criteria. The Owner requests that documentation be provided for all aspects of the work at the Bid opening detailing the firm’s qualifications on the following criteria:

A. License Requirements. Firm(s) shall be qualified to perform abatement operations as defined by the HUD Guidelines and Local Law and have workers and supervisors who have successfully completed training courses covering abatement issues. This course shall cover all topics required by HUD, EPA and Local Law. These topics should include, but not be limited to, the following:

1. Toxicity of Lead
2. How Can I Protect Myself? (Respirators, Personal Protective Equipment and Decontamination Procedures)
3. Other Chemical and Safety Hazards
4. Using Tools
5. Completing the Project
6. Role of the Inspector
7. Lead in Construction and Abatement
8. Monitoring and Medical Removal
9. Signs and Labels
10. Preparing the Work Area
11. Cleanup: How and Why
12. Clearance
13. Worker Responsibilities

All Contractors are also advised that licenses in other trades may be required. The Subcontractors are responsible for insuring that all licensing requirements for appropriate trades and procedures are met.

B. Demonstrated Ability of Workers. Firm(s) must demonstrate that they have (or will have) a sufficient number of trained abatement workers who have successfully completed training in accordance with the topics listed above to complete all aspects of work covered in this Specification.

C. Previous Experience

1) Abatement Subcontractor. The Abatement Subcontractor for abatement must have successfully completed at least three abatement projects involving all requirements elements of abatement work, including worker protection, medical monitoring, work area preparation, clean-up and clearance, valued at a minimum of one hundred thousand dollars ($100,000.00) for each project.
2) **Abatement Subcontractors.** If a Subcontractor for caustic paste, needlegun and pre-fabricated metal window wraps or other subtask in the abatement process will be used, the Subcontractor must be identified by name and contract amount on the bid form. If the Abatement Subcontractor plans to do this work, the firm’s name and amount must be entered on the bid form. If the General Contractor plans to do this work, the firm’s name must be entered in on the bid form, but the contract amount must be left blank.

1.4.2 **Insurance**

The following insurance requirements may not be obtainable in all areas and may need to be relaxed depending on availability.

A. Prior to the start of work, the Abatement Subcontractor will secure and maintain, the following insurance.

Workers compensation and employers liability insurance subject to the laws of the state of _______. Such insurance shall include “All States and Voluntary endorsements as well as other endorsements that may be required by applicable jurisdictions.

<table>
<thead>
<tr>
<th>Workers Compensation Limit</th>
<th>Statutory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employers Liability Limit</td>
<td>$100,000/person</td>
</tr>
</tbody>
</table>

Abatement liability policy including completed operations liability. The completed operations liability will extend for a minimum period of five years beyond completion of the abatement work. The Abatement contractor will be issued an occurrence policy with a minimum limit of $500,000 per occurrence and $1,000,000 aggregate.

Commercial general liability insurance insuring bodily injury, personal injury, and property damage with a combined single limit of $500,000 each occurrence and $1,000,000 aggregate including contractual liability and contractors protective liability.

Automobile bodily and property damage liability insurance, covering all owned and non-owned automobiles, with a minimum of $500,000 combined single limit per accident. Such insurance shall include the transportation of any hazardous material generated from the abatement work.

B. The Abatement contractor shall required its insurer(s) to waive all rights of subrogation against the Owner, Project Manager, Consultant, Architect and Engineer and all other contractors and their directors, officers and employees with respect to work or operations in connection with this abatement project. The policy(ies) shall be endorsed to name the Owner, as additional insured with respect to claims or injury arising from the work or operations for this abatement project.

C. The Abatement Contractor shall, prior to commencement of work at this project, furnish evidence of the insurance required above to the Owner. The abatement Contractor shall also provide proof of workers compensation, employers liability automobile liability and abatement liability insurance covering the operations related to this project. The required
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proof should be provided in the form of the ACCORD insurance certificate and the certificate shall provide for 30 days notice to the Owner of any material reduction in coverage.

D. Abatement Subcontractor shall indemnify, hold harmless, and defend the Owner and the Consultant and any of its affiliates, partially or wholly owner entities, and any of their agents, employees, or officers (hereinafter referred to as "Releases") from and against any and all losses, claims, judgements, including legal fees and expenses, of any and every nature and description brought or recoverable against Abatement Subcontractor or Releases by reason of any act, intentional or otherwise, or employees, arising directly or indirectly from the nature of the work covered by this Agreement, including but not limited to, the removal, handling and disposal of hazardous material.

1.5 SPECIFIC ABATEMENT SUB-CONTRACTOR RESPONSIBILITIES

1.5.1 Notifications/Approvals

1. Provide in proper and timely fashion all necessary notifications to relevant Federal, State and local authorities and obtain and comply with the provisions of all permits or applications required by the work specified, as well as make all required submittals required under those auspices. The Abatement Subcontractor shall indemnify the Owner, Architect and Consultant from, and pay for all claims resulting from, failure to adhere to these provisions. The costs for all permits, applications, and the like, are to be borne by the Abatement Subcontractor. For each apartment, the Abatement Subcontractor shall notify in writing the following agencies, five (5) days prior to the date abatement will begin (in accordance with Local Law) and shall provide evidence of notifications to the Owner and General Trades Contractor at the preconstruction conference and on site at all times:

a. Certification or Licensing State Agency
b. Department of Public Health Childhood Lead Poisoning Prevention Program
c. Occupants of the Dwelling Unit to be abated and occupants of the Building to undergo abatement activities, in conjunction with Owner.

1.5.2 Fees, Permits and Licenses

A) The Abatement Subcontractor shall pay all licensing fees, royalties, and other costs necessary for the use of any copyrighted or patented product, design, invention, or processing the performance of the job specified in this Section. The Abatement Subcontractor shall be solely responsible for costs, damages or losses resulting from any infringement of these patent rights or copyrights. The Abatement Subcontractor shall hold the Owner, Architect and the Consultant harmless from any costs, damages, and losses resulting from any infringement of these patent rights or copyrights. If the Contract Specification requests the use of any product, design, invention, or process that requires a licensing fee or royalty fee for use in the performance of the job, the Abatement Subcontractor shall be responsible for the fee or royalty and shall disclose the existence of such rights.
B) Applications and Permits. The Abatement Subcontractor shall make all applicable and necessary notifications (in proper and timely fashion) to relevant federal, state, and local authorities and shall obtain and comply with the provisions of all permits or applications required by the work specified, as well as make all required submittals required under those auspices. The Abatement Subcontractor shall indemnify the Owner, Architect and Consultant from, and pay for all claims resulting from failure to adhere to these provisions. The costs for all permits, applications, and the like, are to be assumed by the Abatement Subcontractor.

C) The Abatement Subcontractor shall be responsible for securing all necessary permits for work under this Section, including hauling, removal, and disposal, fire, and materials usage, or any other permits required to perform the specified work.

1.5.3 Coordination/Cooperation. The Abatement Subcontractor shall meet with the Architect, Owner, and Consultant for a Pre-Construction meeting prior to commencing work on the project. The meeting shall be at the facility of Owner at a mutually convenient time and date to be determined by the Owner and Consultant. At the meeting, the Abatement Subcontractor shall be represented by authorized representatives and the field supervisors who shall run the project on a daily basis, and shall present evidence that all requirements for initiation of the work have been met. The minimum agenda for the meeting shall be:

A) Channels of communication;
B) Construction schedule, including sequence of critical work;
C) Designation of responsible personnel;
D) Procedures for safety, security, quality control, housekeeping, and related matters;
E) Use of premises, facilities and utilities;
F) Review of "Pre-Job Submittals;" and
G) Discussion of a detailed Project Specification Work Plan composed of at least the following:

- A sketch showing the detail, location and layout of the clean area, the dirty area (Decon System) and the work area.
- The sequencing of the work.
- The timing and projected completion of the work.
- Detailed description of the method to be employed in order to control airborne and waste water pollution.
- The type of equipment and amount of equipment available to the Abatement Subcontractor to be used on the project, including HEPA vacuums, etc.
- The procedures to contain, package and remove the waste from the work area and the procedures and locations of the disposal of hazardous and non-hazardous waste.
- An air sampling plan which includes:
  - Air sampling training and strategy, sampling locations, projected number of samples; and frequency, methodology, and duration of sampling.
  - The type of respirators to be used, protective equipment to be used, and a respirator
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A safety precautions plan may include special precautions taken by the Abatement Sub or Subcontractors in performing their respective tasks, safety equipment to be worn by employees, frequency of safety meetings, and all other relevant functions to be performed by the abatement Contractors to ensure a safe workplace.

Any other data that enhances this work plan. Innovative ideas and/or technology are encouraged.

1.5.4 Documentation/Submittals

A) Pre-Abatement/Job. The Abatement Subcontractor shall provide three (3) copies of the following Pre-Job Submittals at the Pre-Construction Conference for the acceptance of the Owner:

1) Copies of all notifications, permits, applications, licenses and like documents required by federal, state, or local regulations obtained or submitted in proper fashion.

2) Copies of medical records, including lead blood level monitoring data and a notarized statement by the examining medical doctor that such examinations took place, and when, for each employee to be used on the project.

3) Copies of Contractor’s certificates, licenses, and copies of each supervisor’s license and workers’ certificates

4) Record of successful respirator fit testing performed by a qualified individual within the previous six months, for each employee to be used on this project with the employee’s name and social security number with each record;

5) Proposed respiratory protection program for employees throughout all phases of the job, including make, model and NIOSH approval numbers of respirators to be used;

6) A detailed Project Specification Work Plan as described in Section 3.1.1.

7) Written description, for the Owner’s review and acceptance, of all proposed procedures, methods, or equipment to be utilized that differ from the Contract Specifications, including manufacturers specifications on any equipment not specified for use by this Section; in all instances, the Subcontractor must comply with all applicable federal, state and local regulations.

8) Proposed electrical safeguards to be implemented by qualified Electrical Subcontractor, including but not limited to location of transformers, GFCI outlets, lighting, and power panels necessary to safely perform the job, including a description of electrical hazards safety plan for common practices in the work area.

9) Proposed worker orientation plan which at a minimum includes a description of lead hazards and abatement methodologies, a review of worker protection requirements, and the outline of safety procedures.
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10) Chain-of-Command of responsibility at work site including supervisors, foreman, and competent person, their names, resumes and certificates of training.

11) List of all supervisors and workers intended to be assigned to the project.

12) Proposed Emergency Plan and route of egress from work areas in case of fire or injury, including the name and phone number of nearest medical assistance center. This shall be conspicuously posted at the work site.

13) The name and address of Abatement Subcontractor’s blood lead testing lab, OSHA-CDC listing, and Certification in the state where work site is located.

14) The name and address of Abatement Subcontractor’s personal air monitoring and waste disposal lead testing laboratory(ies) including certification(s) of accreditation for lead in the EPA National Lead Laboratory Accreditation Program, listing of relevant experience in air and debris lead analysis, and presentation of a documented Quality Assurance and Quality Control Program.

15) Material Safety Data Sheets (MSDS) on all materials and chemicals to be used on the project.

16) Name, address, and ID number of the hazardous waste hauler, waste transfer route, and proposed disposal site.

17) Name, address, and ID number of the proposed construction debris site.

18) Proposed heating system to be employed.

B) During Job. The Abatement Subcontractor is required to submit to the Owner and Consultant, a weekly status report including:

1) Number of buildings started
2) Number of buildings completed awaiting test results
3) Number of buildings failing clearance
4) Number of buildings passing clearance
5) Results from personal air samples
6) Results from TCLP testing
7) Results from other testing
8) Quantity of materials used during the abatement process. (Tyvek suits, poly, chemical, etc.)
9) Any other relevant data as requested by the Owner.
10) Medical, license, and Respirator Fit Test 24 hours in advance of any new employees starting on the project.

C) Post-abatement. The Abatement Subcontractor is required to submit to the Owner the following at a Post-Construction conference:

1) Copies of manifests and receipts acknowledging disposal of all hazardous and non-hazardous waste material from the project showing delivery date, quantity, and appropriate signature of landfill’s authorized representative.
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2) A notarized copy of the entry-exit logbook.
3) All personal monitoring results.
4) All TCLP test results.

1.6 PERSONAL PROTECTION

Respiratory Protection/Protective Clothing

A. Prior to commencing all work, all workers shall be instructed in all aspects of personnel protection, work procedures, emergency evacuation procedures and use of equipment including procedures unique to this project.

B. Respiratory protection shall meet the requirements of OSHA as presented in 29 CFR 1910.134 titled "Respiratory Protection" and 29 CFR 1926.62 titled "Lead in Construction." The protection factors shown in 29 CFR 1926.62 shall be used for this project.

C. Abatement Subcontractor shall provide appropriate respiratory protection equipment for each worker and ensure usage during potential lead exposure.

D. Abatement Subcontractor shall select respirators from among those jointly approved as being acceptable for protection by the Mine Safety and Health Administration (MSHA) and the National Institute for Occupational Safety and Health (NIOSH) under the provisions of 30 CFR Part 11.

E. Abatement Subcontractor shall have adequate supply of HEPA filter elements or other necessary filter elements and spare parts on site for respirators in use.

Respiratory Protection Requirements

1. The Qualified Abatement Subcontractor shall provide respirators and all necessary maintenance materials at no cost to the employees. Employees shall wear the following respirators at all times while abatement work is underway or while present in the work area.

   (a) For use while sanding, scraping or stripping with a heat gun, the minimum required respirator shall be the half-mask, air-purifying respirator equipped with HEPA filters or a powered, air-purifying respirator with high efficiency filters or the half mask supplied-air respirator operated in the positive-pressure mode, if required under local law.

   (b) For use with caustics or in replacement, the minimum required respirator shall be the half-mask, air-purifying respirator equipped with high efficiency filters. Whenever a chemical preparation is used in conjunction with a mechanical or powered technique, the use of an additional combination cartridge, appropriate to the exposure, shall be used unless a supplied-air respirator is used.

   (c) For use during removal or demolition of components with surfaces covered with lead-based paint, the minimum required respirator shall be the half-mask, air purifying respirator equipped with high efficiency filters.