



## **LEAD CONTRACTOR STANDARDS AND CONDITIONS**

Effective February 3, 2020

*Required standards, specifications and conditions for contractors  
providing lead abatement/ remediation work on projects funded through the  
Lead Hazard Reduction Grant Program and/or  
Maine Lead Paint Hazard Abatement Program (N261)*

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## INTRODUCTION

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The *Lead Contractor Standards and Conditions* (“Standards and Conditions”) set forth required standards, specifications, and conditions for all contractors providing lead abatement/remediation work on projects funded through the Lead Hazard Reduction Grant Program (Federal Lead) and/or Maine Lead Paint Hazard Abatement Program (State Lead), collectively referred to as the “Lead Program.” The *Construction Contract* and *Lead Design Plan* must adhere to the standards, specifications and conditions set forth in the Standards and Conditions. A copy of the Standards and Conditions is provided to all Grant Recipients and Contractors prior to the execution of a *Construction Contract*. Grant Recipients and Contractor must attest to the receipt of these Standards and Conditions when signing the *Construction Contract*.

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### SECTION 1 – GENERAL REQUIREMENT FOR ALL LEAD PROJECTS

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- (1) All work performed shall conform to the standards herein, Department of Environmental Protection (DEP) Lead Management Regulations (Chapter 424), HUD requirements for Notification, Evaluation, and “Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing receiving Federal assistance” (24 CFR Part 35) EPA Renovation, Repair and Painting Rule, manufacturers recommendations, and all applicable Local and State building codes, laws and regulations. If no local building code exists, the MUBEC will apply.
- (2) Scrape inspections are required for removal of paint from components (abatement or interim control). Scrape inspections are required for both interior and exterior work prior to the priming and or painting process. If a scrape inspection has not been performed, the Contractor will be required to remove any paint to ensure compliance with this section.
- (3) Any and all DEP project variances must also be approved in writing by the Lead Designer and Maine Housing prior to implementation. **Note:** Monetary change orders may be required by Maine Housing.

***NOTE: Monetary change orders may be required by MaineHousing.***
- (4) All measurements are approximate and must be verified by the Contractor. No claim for additional funds due to discrepancies in measurements or quantities shall not be honored.
- (5) All Materials having color or pattern shall be selected by the owner from standard color/style chart. All colors, styles, and types of materials will be listed in the job specifications prior to contract signing.
- (6) All installed windows and exterior doors will be Energy Star rated for the Northeast. All windows will have a U-Value of .30 or less. Windows will have full screens. Egress casement windows will have a factory installed horizontal mullion to give the appearance of a double hung window. **Note:** Single hung windows will require half screens.

***NOTE: Single hung windows will require half screens.***
- (7) All exterior doors installed will be keyed alike (per unit), and include adjustable thresholds and half glass unless otherwise noted in design specifications. Exterior doors will meet Energy Star requirements for the Northeast.
- (8) Building permits, electrical permits, plumbing permits and other permits required by local or State authorities shall be obtained by the contractor and the costs shall be incorporated into the proposal amount submitted by contractor. Contractor must obtain permits prior to commencement of work and must provide copies of permits to the Owner and the CAA for documentation. Failure to obtain required permits will result in nonpayment of work until the necessary permits are obtained.
- (9) Workmanship and materials not covered by manufacturer’s warranty shall be warranted by the Contractors for a period of at least one year from date of final payment to the contractor. All manufacturer warranties shall be delivered by the Contractor, to the homeowner along with the final billing. Manufacturer’s installation instructions, as required by the 2009 ICC Code shall be available on the job site at the time of inspection.

- (10) Product information/labeling showing compliance, where required, with Energy Star Ratings shall be provided to the home owner and CAA prior to installation.
- (11) All Interim Control work must be performed in accordance with both RRP and HUD Lead-Based Paint regulations as described in 24 CFR Part 35 et seq, with the exception that certain contractors such as electrical, plumbing, roofing, weatherization and heating specialists may be exempt from using HUD lead safe practices so long as they do not disturb any more than two square feet of painted surfaces per room or a total of 20 square feet of painted surfaces on the exterior. Contractors performing work in accordance with HUD Lead-Based Paint regulations as described in 24 CFR Part 35 et seq must have attended an EPA RRP course taught by a Maine DEP certified training provider. Lead safe practices must be employed in all work that disturbs painted surfaces.
- (12) After completion of all work, contractor must clean the work area(s) to meet HUD Lead Dust clearance standards as follows:

All floors	10 micrograms (ug) per square foot (ft <sup>2</sup> )
Interior Window Sills	100 ug/ ft <sup>2</sup>
Window troughs	100 ug/ ft <sup>2</sup>
Other horizontal surfaces	10 ug/ ft <sup>2</sup>

- (13) If dust wipe samples do not pass the above standards, contractor must return to the job site, at his own expense, and clean until these standards are met. Final payment will be withheld until clearance standards are achieved. Costs incurred for an additional site visit and dust wipe sampling costs will be taken from monies due to the contractor. In homes where there are children under 6 years of age the Owners must, at their own expense, temporarily relocate these children from work areas where paint will be disturbed until the work has been completed and the dust wipe clearance standards shown above have been achieved.
- (14) The contractor must inspect the property and attend a pre-bid walkthrough. Submission of a bid is presumptive evidence that the bidder has thoroughly examined the site during a pre-bid walk through and is conversant with the requirements of the local jurisdiction.
- (15) All materials used in conjunction with this work write-up are to be new, of first quality and without defects – unless stated otherwise or pre-approved by owner and Design Consultant in writing.
- (16) Contractors shall not perform any work, substitute any specified materials, colors, patterns, quantities, or change specified material qualities or quantities not listed in the job specifications without a written change order pre-approved by Maine Housing, owner and Lead Design Consultant.
- (17) All materials shall be installed in full accordance with the manufactures specifications and industry standards for working conditions, surface preparation, methods, testing, and protection.
- (18) All repaired or newly installed exterior non pressure treated wood must be sealed, stained or otherwise protected from the elements following industry standards.
- (19) Walls and attached components shall be identified with the letters A, B, C, D etc. Wall A is always the wall that is closest to the address elevation or “street side” of the house. Moving clockwise, the walls are then B, C, D, etc.
- (20) Down payment or deposits to contractors are not authorized. No work/materials will be paid for in advance.
- (21) Detailed invoices shall accompany each payment request.
- (22) The use of the “Booth” system will be determined by the Lead Design Consultant. Determination shall be in writing.
- (23) Any and all changes in the Lead Design agreed to during the Pre-bid Walkthrough will be made in writing in the form of a bid amendment. This form will become part of the contractors bid proposal and will be submitted with contractors bid.





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## SECTION 2 DEFINITIONS

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Except to the extent modified or supplemented by the *Construction Contract* or by *Subgrant Agreement*, any term defined in Title I of the Housing and Community Development Act of 1974 or the HUD Community Development Block Grant Regulations of 24 CFR Part 570, shall have the same meaning when used herein.

- (1) **Abatement.** “Abatement” means any measure or set of measures designed to permanently eliminate lead hazards. For the purpose of this definition, “permanently means for at least 20 years.
- (2) **Agreement.** “Agreement” means the Lead Based Hazard Reduction Grant Agreement between the Maine State Housing Authority and the United States Department of Housing and Urban Development with any amendments or supplements thereto;
- (3) **Impact Surface.** “Impact surface” means a surface that is subject to damage by repeated sudden force, such as certain parts of door frames.
- (4) **Interim control.** “Interim control” means a set of non-abatement measures designed to temporarily reduce human exposure or likely exposure to lead hazards, including specialized cleaning, repairs, maintenance, painting, temporary containment, ongoing monitoring of potential lead hazards and the establishment and operation of management and resident education programs. **Note:** When interim control measures (covering a surface with a coating or other treatment) are used, friction points or friction surfaces must be treated so that paint is not subject to abrasion. Examples of acceptable treatments include re-hanging and or planning doors so that the door does not rub against the door frame, or removing paint from the friction/impact part of a door jamb (frame).
- (5) **Install.** “Install” means to purchase, set up, test, and warrant a new component. “Replace” means to remove and dispose of original material, purchase new material, deliver, install, test, and warrant.
- (6) **Lead Program:** “Lead Program” means the Maine Housing Lead-Hazard Reduction Grant Program (Federal Lead) and/or Maine Lead Paint Hazard Abatement Program (N261) (State Lead) for which assistance is being provided under the *Construction Contract*; and
- (7) **Owner.** "Owner" means the Maine State Housing Authority
- (8) **Paint.** “Paint” means any substance applied to a surface as a coating, including, but not limited to household paints, varnishes, and stains.
- (9) **Repair.** “Repair” means to return a building component to like new condition through replacement, adjustment, and recoating of parts.
- (10) **Reinstall.** “Reinstall” means to remove, clean, store, and install a component.
- (11) **Substrate.** “Substrate” means the material underneath the paint such as brick, concrete, drywall, metal, plaster or wood.
- (12) **Work Area.** “Work area” means an interior or exterior area where lead abatement or interim control activities take place. There may be more than one work area in a residential dwelling or child care facility.
- (13) **Window and Door Units.** Window/door components are defined as follows:
  - a. Window sash (includes mullions)
  - b. Window casing (includes header and apron)
  - c. Window sill
  - d. Window jamb ( includes parting bead and stops)
  - e. Window well ( also called trough)

**NOTE:** When interim control measures (covering a surface with a coating or other treatment) are used, friction points or friction surfaces must be treated so that paint is not subject to abrasion.

- f. Door (includes stiles, panels and edge)
- g. Door jamb ( includes frame and stops)
- h. Door casing ( includes header)
- i. Door threshold

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## SECTION 3 –SCOPE OF WORK

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The scope of work shall consist of complete paint removal, encapsulation, enclosure, and/or whole component removal of lead-based paint hazards as identified in the lead based-paint inspection report.

### **A. Owner Responsibilities**

- (1) Owner shall remove all personal belongings from the house/work area.
- (2) Owner shall shut off gas to the stove, (if applicable).
- (3) Owner shall provide keys to the Contractor for access to the home.
- (4) Owner shall pre-determine colors and flooring selections in writing. This shall be performed prior to the start date.
- (5) Owner shall supply electricity, water and heat for the duration of the project.
- (6) Owner shall remove and keep clear, all debris from the exterior at least 10 feet from the building perimeter if exterior work is performed.

### **B. Contractor Responsibilities**

- (1) Contractor shall confirm that all furniture and personal belongings have to be removed from the house/work area prior to the start of the project.
- (2) Contractor shall coordinate access to the home for any visual inspections and clearance sample testing.
- (3) Contractor shall be responsible for completing all work specified in the Design Plan including any and all revisions made to the design for the purpose of the project within contract dates specified.
- (4) Contractor shall perform an ASTM approved tape method before applying any encapsulating paint to a building component to ensure proper adhesion to the substrate.
- (5) Contractor shall store debris in a secure area until final disposal. Dispose of in accordance with the Department of Environmental Protection's Lead Management Regulations.
- (6) Contractor shall be financially responsible for all associated sampling costs such as CAA labor, travel, postage, and laboratory analysis of the dust samples if interim or final clearance samples fail.
- (7) Contractor shall repair or replace any building components damaged during the project to match existing building components.
- (8) All product warranty information must be given to the home owner prior to final payment of project. Product labels (stickers) showing Energy Star Compliance will remain in place until inspected and approved by Lead Design Consultant.
- (9) A written notification plan will be developed by the Contractor and provided to the owner/tenant, the CAA and Maine Housing
- (10) Contractor shall provide a final abatement report to the MSHA, CAA, and the homeowner within 30 days after project completion in accordance with DEP Chapter 424, Section 6.G.

- (11) The use of a “Booth” system will be determined by the Lead Design Consultant and shall be in writing.

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## SECTION 4: CONTRACTOR WORK STANDARD REQUIREMENTS

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### A. General Requirements

All work funded through the MaineHousing Federal Lead Program and/or State Lead Program as administered by a duly authorized Community Action Agency (CAA) shall include these requirements. The execution of all de-leading work shall incorporate all *Construction Contract* Documents and all existing local, state and federal laws and regulations.

The Contractor shall perform all work according to these specifications

### B. Lead Hazard Work

#### 1. Surfaces with Lead-Based Paint

The *Construction Contract* includes, but is not limited to, the following activities:

- a. The removal, encapsulation, enclosure, replacement, cleaning and disposal of items determined to contain harmful amounts of lead-based paint, according to Maine Laws and Regulations.
- b. Lead-based paint hazard reduction as indicated or included in the attached specifications and/or Contract Documents.
- c. Work outside the Project Site as called for in the Contract Documents and as required for the performance of the Work.
- d. Providing and restoring, where appropriate, all temporary facilities.

#### 2. Related Services and Equipment

The Contractor shall furnish all labor, materials, tools, services, insurance and equipment necessary to perform the demolition, removal, and proper disposal of all lead-based materials as identified by the inspection reports, and as indicated in these technical specifications.

#### 3. Compliance

The Contractor shall assume full responsibility and liability for the compliance with all applicable federal, State and local regulations pertaining to notifications, work practices, hauling, disposal, and protection of workers, visitors and residents. The Contractor shall hold the Owner and MaineHousing, including the duly authorized agents of MaineHousing, harmless for the failure of the Contractor to comply with any applicable regulations.

#### 4. Methods

- a. Detailed requirements for the lead-based paint hazard reduction work are included in the *Job Specifications* (Exhibit C of the *Construction Contract*). The detailed work plan contains an area by area breakdown of each housing unit and the methods of lead-based paint hazard control that must be utilized. The Contractor will identify the location and layout of decontamination areas, the sequencing of work, the interface of other trades involved (if any) in the performance of work, methods to be used to assure the safety of building occupants and visitors to the site, disposal plan including location of approved disposal site, and a detailed description of the methods to be employed to control pollution.
- b. Priming and repairing of all woodwork or damaged areas associated with lead-based paint hazard reduction. Prior to priming surfaces, the surface shall be cleaned to remove dust, paint chips, and surface contaminants that may prevent proper adhesion of coatings (including de-glossing).

- c. Clean-up of all visible paint chips on the ground surrounding lead-based paint hazard control work areas and where indicated by the work specifications.
- d. Meeting post lead-based paint hazard control dust wipe clearance sampling criteria as required by the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing and the Maine Department of Environmental Protection (DEP) Lead Management Regulations. The lead concentrations in dust samples shall be below the following levels:

Hard Floors/Carpet	10 micrograms/sq ft (ug/ft <sup>2</sup> )
Window Sills	100 ug/ft <sup>2</sup>
Window Wells	100 ug/ft <sup>2</sup>
Porches/Desks	10 ug/ft <sup>2</sup>

- e. Meeting post lead-based paint hazard control soil sampling criteria as specified by the Maine DEP if soil lead-based paint hazard control is undertaken as part of the work specifications. The concentrations in the soil shall be below the following levels:

Play Areas	375 parts per million
Foundation Drip-line & Other	1,000 ppm

Refer to Section 6F of Maine DEP Lead Management Regulations.

- f. All lead-based paint hazard control activities shall be performed in accordance with these specifications, and all applicable federal, State and local government regulations. In the occurrence of conflict or overlap between governing regulations and these specifications, the more stringent shall be applied.
- g. Cooperate fully with the Owner, CAA, Consultant, and tenants during construction operations to minimize conflicts.

**5. Materials, Tools and Equipment**

All materials, tools, and equipment will be supplied by the Contractor and must comply, at a minimum, with this specification, and applicable federal, State and local codes.

**a. *Polyethylene Sheeting and Bags***

At least 6 mil for all applications.

**b. *Wetting/Cleansing Agent***

Five percent (5%) TSP (Tri-Sodium Phosphate) at one ounce per gallon of water or other specified lead-specific cleaning agent. Contractor may use an all-purpose cleaning agent in lieu of TSP according to the manufacturer's recommendations.

**c. *Tape and Glue***

Shall be capable of sealing plastic joints, and attaching plastic to finished surfaces without damage when removed. The bonding strength and resulting seal integrity must not be affected by mist or water, encapsulation agent, or any other materials to be used in the work area.

**d. *Warning Signs and Labels***

Shall comply with Maine Department of Environmental Protection Chapter 424 Lead Management Regulations and all other applicable federal, State or local codes and regulations.

**e. *Waste Containers and Transportation***

Use doubled, 6 mil poly bags as specified in section 1.13, "Lead Waste Disposal Procedures" or, drums or other closed containers, suitable for loading, temporary storage, transit, and unloading of contaminated waste without rupture, or otherwise causing spillage or exposure to persons or emissions to the atmosphere. Transportation methods shall comply with applicable hazardous or

special waste regulations for temporary storage, transport, and disposal if such codes are in effect in states or cities where the waste will be stored, transported and disposed of. All containers shall be labeled in accordance with OSHA and DOT regulations.

***f. Respiratory Protection Devices***

Shall be NIOSH approved and shall comply with all provisions for 29 CFR 1926.58 as stated in section 1.07, Respiratory Protection.

***g. Electrical Equipment***

Shall be Underwriters Laboratory Listed and approved and shall have ground fault circuit interrupt protection.

***h. Ladders or Scaffolds***

Shall be OSHA-approved, and be of sufficient dimensions and quantities so that all work surfaces can be easily and safely accessed by the Owner's Representative, workers and other authorized inspectors.

**C. Project Coordination**

**1. Project Supervisor**

The Contractor shall provide a full-time supervisor who will coordinate and supervise all on-site work and who is experienced in supervision of lead-based paint hazard control projects including work practices, protective measures for building and personnel, disposal procedures, etc. The supervisor must have completed an Environmental Protection Agency certified lead-based paint hazard control procedures and supervisor's course and have had either a minimum of one (1) year as a lead-based paint hazard control worker or two (2) years' experience in the building trades, asbestos abatement, environmental technician or related field. The Project Supervisor shall be licensed and shall be on site at all times during lead-based paint hazard control activity in accordance with Maine DEP Lead Management Regulations.

**2. Pre-Construction Conference**

- a. A Pre-Construction Conference may be convened prior to start of any work. At this meeting the following issues will be addressed:
  - i. Lead-based paint hazard control Issues;
  - ii. Project Scheduling and Coordination;
  - iii. Code permitting requirements
  - iv. Use of Owner's Facilities;
  - v. Tenant Issues and Concerns and Relocation Procedures;
  - vi. Contract Signing and Submittals
- b. Upon request, Contractor shall submit copies of worker and supervisor licenses to Consultant prior to commencement of work. Failure to provide license copies of on-site personnel may result in a shutdown of work until such documents are provided.

**3. Commencement of Work**

- a. The Contractor shall begin work as stated in the Maine Housing Construction Contract and Notice to Proceed and shall give proper notification to the Maine DEP (as described in 1.04 D of this document), Owner, CAA and building occupants.

- b. The Contractor shall cooperate fully with Owner and tenants and shall coordinate and schedule work to allow adequate time for the Owner and tenants to prepare units before any lead-based paint hazard control work is started.

**4. Existing Conditions**

- a. Pre-existing damage must be recorded by the Contractor and given to Owner and CAA in a Pre-Existing Damage Report before the beginning of work. Damage uncovered during work must be brought to the attention of the Owner and CAA forthwith.
- b. Damage to property caused by the Contractor will be corrected by the Contractor and restored to the original condition, including finish work and painting. If Contractor fails to correct property damage caused by it or any of its subcontractors, Owner will be compensated for property damages by a deduction from the base contract price in an amount sufficient to cover the repair or replacement of the damaged property.
- c. Improperly installed replacement components or enclosures or poorly performed finish carpentry work shall be corrected by the Contractor. If Contractor fails to correct improperly installed replacement components, enclosures, or poorly performed finish carpentry work by it or any of its subcontractors, Owner will be compensated for these damages by a deduction from the base contract price in an amount sufficient to cover the expenses incurred by the Owner to correct the problem(s).

**5. Completion Time and Liquidated Damages**

- a. The Date of Completion is stated in the *Construction Contract*. If the Contractor should find it impossible to complete the work on or before the said Date of Completion, the CAA shall obtain a written request (*Change Order*) signed by the Contractor and Owner for an extension of time, setting forth therein the reasons for the request, subject to MaineHousing's review and approval. If the Owner finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the Date of Completion which shall then be in full force and effect, the same as though it were the original Date of Completion.
- b. Time is an essential element of the *Construction Contract* and it is important that the work be pressed vigorously to completion. The cost to the Owner of administration of the *Construction Contract*, inspection and supervision will be increased as the time occupied in the work is lengthened.
- c. For each calendar day that any work shall remain uncompleted after the Date of Completion specified in the *Construction Contract*, an amount equal to \$50.00 per day shall be deducted from any money due the Contractor, not as a penalty, but as "liquidated damages"; provided, however, that due account shall be taken of any adjustment of the Date of Completion granted under the provisions of paragraph a above.
- d. For every hour that the Contractor is late on a scheduled workday, a deduction of \$50.00 per hour (or \$25.00 per half hour) may be made from the base bid amount. Late shall be defined as any time after 8:30 a.m. A late fee can be waived by the Owner for reasons of inclement weather, "an act of God", or other extenuating circumstances approved by the Owner. In addition, if Contractor fails to notify Consultant at least twelve hours in advance, which Contractor will not be on site for a particular workday, Contractor may be assessed liquidated damages in the amount of \$325.00 per day for every day that the Contractor failed to notify Consultant that Contractor would not be on the project site. The \$325.00 per day liquidated damages may be deducted from the base *Construction Contract* price.

**6. Daily Log**

- a. The Contractor is to maintain a daily log documenting the dates and time of meetings (purpose, attendees, brief discussion), visitations (authorized and unauthorized), personnel (by name and DEP certification number, entering and leaving the work area), special or

unusual events (i.e., barrier breaching, equipment failures, accidents), air monitoring tests, interim test results, and progress of completion.

- b. Copies of this log may be requested by the Owner and/or CAA at close-out of the project. This log must also be made immediately available to the Maine DEP if requested. If such a request is made, Contractor shall provide the log.

## 7. **Site Inspections**

All work will be periodically inspected by the CAA or MaineHousing who may from time to time interrupt work for reasons of safety or to request corrections according to the specifications. In the event that a Contractor's action results in an immediate threat to health or safety of the residents, workers or the environment, the CAA or MaineHousing shall have the authority to direct the Contractor to stop work.

## D. **Codes, Regulations, and Standards**

Contractor requirements include adherence to work practices and procedures set forth in applicable codes, regulations and standards. Requirements include obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with codes, regulations and standards.

### 1. **General Applicability of Codes and Regulations and Standards**

Except to the extent that more explicit or more stringent requirements are written directly into the *Construction Contract Documents*, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the *Construction Contract Documents* by reference) as if copied directly into the *Construction Contract Documents* or as if published copies are bound herewith.

### 2. **Contractor Responsibility**

The Contractor shall assume full responsibility and liability for the compliance with all applicable federal, state and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by all applicable regulations.

### 3. **Requirements**

Requirements which govern lead-based paint hazard control work or hauling and disposal of lead waste materials include, but are not limited to, the following:

- a. 29 CFR 1910, sections 1925 and 1926, Occupational Safety and Health Administration as follows:

1910.139	Respiratory Protection (effective 4/8/98)
1910.1020	Access to Employee Exposure and Medical Records (effective 6/20/96)
1926.62	Construction Industry Standard (2/13/96)
1926.59	Hazard Communication (effective 6/20/96)
1926.200	Accident Prevention Signs and Tags
1926.20	General Safety and Health Provisions
1926.21	Safety Training
1926.28	Personal Protection
1926.51	Sanitation
1926.55	Gases, Vapors, Fumes, Dusts and Mists
1926.57	Ventilation
1926.103	Respiratory Protection
1926.251	Rigging, Scaffolding and Staging.

- b. 58 CFR 26590 Occupational Safety and Health Administration.

- c. DOT - U.S. Department of Transportation, including, but not limited to: 29CFR parts 171 and 172 Hazardous Substances.
- d. 49 USC 6901, et seq. Resource Conservation Recovery Act (RCRA).
- e. Maine Department of Environmental Protection Hazardous Waste Regulations.
- f. Maine Department of Human Services Childhood Lead Poisoning Prevention Regulations.
- g. Maine Lead Poisoning Control Act, Title 22, Chapter 252.
- h. Maine Department of Environmental Protection Chapter 424 Lead Management Regulations.
- i. In addition, lead-based paint hazard control work shall be performed in accordance with HUD Guidelines for the Evaluation and Control of Lead-Based Point Hazards in Housing.

**E. Notifications to State/Local Agencies and Tenants**

**1. Written Notification**

- a. Send written notification as required by State regulations prior to beginning any work on lead-containing materials, including the following:  
  
Maine Department of Environmental Protection  
Lead Licensing & Enforcement Program  
State House Station #17  
Augusta, ME 04333  
  
and  
  
Community Action Agency (CAA) and Property owner identified on the project documents.
- b. Written notification must be submitted to the Maine DEP (on its approved form) at least five (5) working days prior to commencement of the lead-based paint hazard control activity, including set-up or on-site preparation activities.
- c. Written revisions to the original notification must be submitted to the Maine DEP if the start and/or end date changes. Timelines for submission of revisions are outlined in Section 3 of the Maine DEP Lead Management Regulations. Compliance with all notification requirements is the responsibility of the Contractor. Copies of all notifications and revisions must be submitted to the Owner and CAA.

**2. Notification to Occupants**

The Contractor shall provide written notification to the occupants at least five (5) days in advance of the proposed lead-based paint hazard control activities. The notice must include scheduled dates and work hours for lead-based paint hazard control activities, identification of work sites, and information on any alternative entrance or exit to be used during lead-based paint hazard control activities. **Note:** A Department of Human Services warning sign does not meet this requirement.

**F. Abbreviations and Acronyms**

Abbreviations and acronyms as referenced in *Construction Contract Documents* are defined to mean the associated names. Names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of the date of *Construction Contract Documents*.

AIHA	American Industrial Hygiene Association
AIA	American Institute of Architects
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
CFR	Code of Federal Regulations



DEP	Maine Department of Environmental Protection
DHS	Maine Department of Human Services
DOT	Department of Transportation
EPA	Environmental Protection Agency
NBS	National Bureau of Standards
NFPA	National Fire Protection Association
NLLAP	National Lead Laboratory Accreditation Program
OSHA	Occupational Safety and Health Administration
UL	Underwriters Laboratories

## G. Contractor Submittals

### 1. General

The Contractor shall prepare and upon request, provide the submittals to the Owner and CAA at the time the *Construction Contract* is executed.

### 2. Review

The Contractor shall allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for re-submittals. No extension of *Construction Contract* completion dates will be authorized because of failure to transmit submittals to Owner sufficiently in advance of the work to permit processing.

### 3. Submittals Required Upon Request Prior to the Commencement of Work

- a. List of proposed subcontractors with their specialty and qualifications.
- b. Names and copies of certifications of the proposed project supervisors.
- c. Copies of certifications for each lead-based paint hazard control worker.
- d. Copies of notifications (required with or without request).
- e. A current copy of Contractor's Maine Lead Abatement Contractor License.
- f. Insurance certificates.
- g. List of citations/violations with corrective measures taken.

### 4. Required Submittals During the Course of Work

- a. Changes to original submissions. This includes new employees of the Contractor who are scheduled to work on this particular job site. Contractor must provide copies of all appropriate licenses to the Owner and CAA for these new employees.
- b. Written requests for change orders when additional work is required. Payments will not be made for additional work performed without an authorized written change order submitted on a form acceptable to the Owner, MaineHousing, and CAA and shall include a detailed breakdown of all additional costs.
- c. The Contractor must maintain all documents indicated in Section 6H(2) of the Maine DEP Lead Management Regulations at the lead-based paint hazard control worksite throughout the duration of such activity. The Contractor must make these documents immediately available to the DEP and/or to the Consultant monitoring the project.

### 5. Final Submittals

#### a. *Lead-Based Paint Hazard Control Report and Report Cover Sheet*

The Contractor shall prepare and submit copies of the lead-based paint hazard control report cover sheet in the format attached to these general specifications to the Owner and the CAA within 30

days of project completion. The Contractor shall submit the complete lead-based paint hazard control report upon request of the DEP, Owner, MaineHousing, or the CAA.

***b. Occupant Protection Plan***

Contractor shall submit the *Occupant Protection Plan* to the CAA prior to commencement of the work.

***c. Project Visitors Log***

Upon request, Contractor shall submit a record of when visitors enter and leave the job site.

***d. Daily Construction Report/Supervisor's Daily Log***

Upon request, Contractor shall submit a report showing daily crew size and work activities.

***e. Log of Dates of Specific Federal Lead Program and/or State Lead Program Activities***

Upon request, the Contractor shall submit at the end of the project, a copy of the specifications which has been dated as to when specific lead-based paint hazard control activities took place.

***f. Contractor Personnel Air Monitoring Results***

Upon request, if applicable.

***g. Citations/Violations/Incident Reports***

Upon request, Contractor is to submit all agency related violations with corrective actions taken.

***h. Accident/First Aid Reports***

Upon request, Contractor is to submit these reports, if any.

***i. Waste Disposal Manifests***

Upon request Contractor shall submit written disposal certificates and copies of all waste manifests, trip tickets, and receipts.

***j. Document Retention***

The Contractor is responsible for maintaining documents listed in Section 6H(1) of the DEP Lead Management Regulations for a minimum of ten years, in a place and form approved by the DEP.

## **H. Personnel Protection**

### **1. Proper Training - Certification of Workers**

All workers are to be certified as Lead Abatement Workers as required by the Maine DEP Lead Management Regulations. Lead abatement worker training will include OSHA Standard for Lead in Construction (29 CFR 1926.62 effective 5/4/93), personal protective equipment and hygiene practices, State of Maine statutes and regulations, background information on lead and its adverse health effects, waste handling and disposal, air and dust sampling, and clearance standards. Project supervisors must be further trained in occupant protection planning, supervisor responsibilities, contractor liability, and report preparation.

### **2. Medical Examinations**

Provide medical examinations for all workers. Medical examinations, at a minimum, shall include a blood test and pulmonary function test as required by OSHA regulations.

### **3. Protective Clothing**

Workers must be issued protective clothing:

- a. Provide disposable full-body coveralls and disposable head covers, and require that they be worn by all workers in the Work Area. Provide a sufficient number for all required changes and the number of workers in the Work Area.

- b. Provide eye protection (goggles) as required by OSHA for all workers involved in wet scraping, spraying or any other activity which may potentially cause eye injury. Thoroughly clean, decontaminate and bag goggles before removing them from Work Area.
- c. Provide work gloves to all workers and require that they be worn at all times in the Work Area. Do not remove gloves from Work Area and dispose of as lead-contaminated waste at the end of the work.

#### 4. **Decontamination Procedure**

Require all workers to adhere to at a minimum, the following personal decontamination procedures whenever they enter and leave the Work Area:

##### *a. Entering containment*

Change from street clothes into new and clean protective clothing and don respirator, while in a "clean room".

##### *b. Exiting Containment*

When leaving the work area employees are to remove visible dust from disposable clothing before entering the airlock. When in the airlock, protective clothing is to be HEPA vacuumed and then removed and discarded back into the work area. The worker may then remove the respirator and place it into a plastic bag, dress in street clothes and exit the airlock.

##### *c. Respiratory Equipment Maintenance*

The Contractor shall instruct all employees and workers in the proper care of their personally issued respiratory equipment, including daily maintenance, sanitizing procedures, etc.

##### *d. Personal Hygiene*

Employees shall, at a minimum, wash face and hands immediately upon exiting the work area and before leaving the "change room". The Contractor shall provide clean towels daily for this purpose.

#### 5. **Prohibitions**

Require that workers NOT eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the work area. To eat, chew, drink or smoke, workers shall follow proper decontamination procedures prior to entering non-work areas of the site.

### G. **Respiratory Protection**

#### 1. **Training**

The Contractor shall instruct and train each worker involved in lead-based paint hazard control in proper respiratory use.

#### 2. **Fit Testing**

##### *a. Initial Fitting*

Provide initial fitting of respiratory protection during a respiratory protection course of training set up and administered by an Industrial Hygienist. Fit types of respirator to be actually worn by each individual. Allow an individual to use only those respirators for which training and fit testing have been provided.

##### *b. Respirator Use*

Require that each time an air-purifying respirator is put on it be checked for fit with a positive and negative pressure fit test in accordance with the manufacturer's instructions or ANSI Z88.2 (1980).

### 3. Respirator Use

The Contractor shall require each worker to wear a respirator, for which s/he has been properly fit tested, whenever the worker enters the Work Area. The minimum level of respiratory protection to be used will be full-face air-purifying respirators with high efficiency filters. Contractors are encouraged to choose respiratory types that provide greater protection factors than those required. Air monitoring results for both the type of respirator used and the type of work being done, must meet proper respiratory protection criteria.

### 4. Respiratory Protection

Provide respiratory protection according to the standards as indicated by the Chart provided below in accordance with the OSHA standard 29 CFR 1910.134(b), (d), (e) and (f) and the OSHA lead standard 29 CFR 1910.1025, whichever are stricter and offer greater protection.

PROPER RESPIRATORY PROTECTION - CRITERIA FOR SELECTION		
Respirator Type	Factor	Exposure Protection
Air purifying: <ul style="list-style-type: none"><li>Negative pressure respirator</li><li>High efficiency filter</li><li>Half facepiece</li></ul>	10	0 to 0.5 mg/m <sup>3</sup>
Air purifying: <ul style="list-style-type: none"><li>Negative pressure respirator</li><li>High efficiency filter;</li><li>Full facepiece</li></ul>	50	0 to 2.5 mg/m <sup>3</sup>
Powered air purifying (PAPR): <ul style="list-style-type: none"><li>Positive pressure respirator</li><li>High efficiency filter</li><li>Full facepiece</li></ul>	1,000	0 to 50.0 mg/m <sup>3</sup>
Type C supplied air: <ul style="list-style-type: none"><li>Positive pressure respirator</li><li>Pressure demand or</li><li>Other positive pressure mode;</li><li>Half facepiece</li></ul>	2,000	0 to 100 mg/m <sup>3</sup>
Type C supplied air: <ul style="list-style-type: none"><li>Positive pressure respirator</li><li>Pressure demand or other</li><li>positive pressure mode;</li><li>Full facepiece</li></ul>	>2,000	>100 mg/m <sup>3</sup>

### 5. Respirators

All individuals engaged in lead-based paint hazard control activities or individuals who enter into work areas where lead-based paint hazard control activities are occurring, must wear appropriate respiratory (including personal and other) protective equipment in accordance with the requirements of OSHA 29 CFR 1926.62 (effective date of February 13, 1996) (Refer to Section 6A in the DEP Lead Management Regulations).

### 6. Filter Cartridges

Provide, at a minimum, HEPA type filters labeled with NIOSH and OSHA Certification for "Radionuclides, Radon Daughters, Dust, Fumes, Mists, including Lead-Containing Dusts and Mists" and color coded in accordance with ANSI Z228.2 (1980). In addition, a chemical cartridge section may be added, if required, for solvents, etc., in use. In this case, provide cartridges that have each section of the combination canister labeled with the appropriate color code and NIOSH/MSHA Certification.

## H. Environmental and Air Monitoring

### 1. Employees

The Contractor is responsible for conducting air monitoring of his/her employees according to OSHA regulations during all lead-based paint hazard control work. The results of such sampling shall be posted and provided to workers.

### 2. Samples

Samples will be used to determine 8-hour TWA and personal protective equipment requirements (results shall be made available on-site for DEP review). Personal sampling shall be as outlined in OSHA Standard 29 CFR 1926.55. Air samples shall be analyzed via Atomic Absorption Spectrometry for the presence of lead at the Contractor's expense.

## I. Emergency Precautions

### 1. Emergency Procedures

The Contractor shall establish emergency procedures for fire, medical, electrical, etc.

### 2. Fire Precautions

The Contractor shall establish emergency and fire exits from all work areas for the workers and building occupants (Refer also to Occupant Protection Plan written by Consultant). All emergency exits must be demarcated and properly sealed, yet operable, from inside containment. Fire extinguishers shall be maintained at each site.

### 3. Medical Emergency

The Contractor shall identify the local medical emergency facility and post the location and telephone number at each site. The Project Supervisor will be responsible for transportation to the emergency medical facility in the event an emergency occurs.

### 4. First Aid

The Contractor shall be prepared and equipped to administer first aid to injured personnel at the site of decontamination. The Contractor shall also be prepared to respond to serious injuries incurred inside the contained area. For these purposes, the Contractor shall have on site a written contingency plan specifying when and how to initiate protocol for notification of emergency response professionals. When an injury occurs, the Contractor shall stop all work and implement dust reduction techniques until the injured person has been removed from the work area. The Contractor shall also furnish a portable eye wash station.

### 5. Electrical Safety

Safe practices for use of electricity and electrical machinery and equipment will be observed at all times:

- a. All electrical circuits used inside the lead-based paint hazard control area shall be ground fault protected.
- b. All extension cords shall be the 3-wire type. Splices shall have soldered wire connections with insulation equal to the cable. Worn or frayed cords shall not be permitted on the work site.
- c. Circuits supplying the work area shall be properly designed, fused, and demarcated.
- d. The Removal Contractor shall coordinate all power requirements including Ground Fault Interrupted (GFI) panel design and extension cord requirements, with the Owner.

## J. Preparation of Lead Hazard Work Areas

### 1. Isolation Work Areas

- a. The Contractor must isolate the location where lead-based paint hazard control work occurs to prevent unauthorized or accidental entry and to contain all dust and debris resulting from the work. The "Work Area" will depend on the specific work indicated within the *Construction Contract Documents*. It may be a portion of a room, a single room, or a complex of rooms. A "Work Area" is considered contaminated during lead-based paint hazard control related work, and must be isolated from the balance of the building, and decontaminated at the completion of the lead-based paint hazard control related work.
- b. Prior to isolation of the work area, all vents, openings, electrical outlets, heaters, drains, furniture, fixtures, wall hangings, appliances, curtains, drapes, blinds, rugs and personal belongings must be removed or covered with 6-mil polyethylene sheeting in an airtight manner. If furniture is left behind, then it shall be pre-cleaned via a HEPA vacuum and sealed with a single layer of 6-mil poly and left in the work area. Wiring that is attached to a component that is being abated must be HEPA vacuumed. The Contractor will be responsible for the balance of the moving to create the most efficient work space.
- c. The pre-cleaning of floors and other areas to be isolated shall be HEPA vacuumed to avoid holes in poly sheeting from debris and shall be performed prior to installation of poly on the floor. The Contractor shall clean floors again after containment is removed and before clearance dust wipes are taken to ensure wipe samples pass clearance, and to avoid re-cleaning by the Contractor. **Note:** If dust wipe samples fail clearance, re-cleaning and retesting will be performed until dust wipe samples pass clearance at the Contractor's expense.

***NOTE:*** *If dust wipe samples fail clearance, re-cleaning and retesting will be performed until dust wipe samples pass clearance at the Contractor's expense.*

### 2. Preparation of Work Area

Isolation shall include the sealing of all openings, doorways and corridors to the area. HEPA vacuum floors, window sills, window wells and other areas where dust may have been allowed to accumulate. Isolation additionally includes:

- a. The Contractor shall provide written notification to the occupants at least five (5) days in advance of the proposed lead-based paint hazard control activities. This notice shall be accomplished either by posting 8.5 inch by 11 inch signs at all entrances into the residential dwelling or child occupied facility and adjacent common areas, or by individual letters or flyers delivered to all occupants or units. This notice must include the scheduled dates and work hours for lead-based paint hazard control activities, identification of work site(s), and information on any alternative entrances or exists to be used during lead-based paint hazard control activities. **Note:** The lead hazard warning signs posted by the DHS does not constitute fulfillment of this requirement.
- b. The Contractor shall post lead-based paint hazard control project warning signs at all entrances to the residential dwelling or child-occupied facility at least five (5) days prior to the start date of lead-based paint hazard control activities. This sign must be at least 8.5 by 11 inches and shall state the start and end dates of the lead-based paint hazard control project. These signs must not be removed until visual examinations have been performed and all clearance criteria has been met. Warning signs shall also comply with OSHA 29 CFR 1926 requirements.

***NOTE:*** *The lead hazard warning signs posted by the DHS does not constitute fulfillment of this requirement.*

- c. Erect barriers and seal all openings into the work area; protect and cover all fixed items; and erect Decontamination Facilities. **Note:** Nonporous impermeable vertical surfaces need not be covered with polyethylene sheeting (see clean-up section). HEPA vacuum and cover all porous wall surfaces that are not part of the work schedule, with 6 mil. polyethylene.

**NOTE:** *Nonporous impermeable vertical surfaces need not be covered with polyethylene sheeting (see clean-up section).*

- d. Inform Owner and CAA that containment set-up is finished before starting any removal of lead paint contaminated materials.

### 3. **Emergency and fire exits**

Emergency and fire exits shall be maintained on the exterior of the containment.

### 4. **Decontamination Air Lock**

Construct a solid frame airlock consisting of a dirty area, wash area, and clean area. The frame will be rectangular and covered on all sides with 6 mil. polyethylene sheeting. All seams in the polyethylene covering will be sealed with duct tape. Construct a standard triple layer polyethylene sheeting egress with narrow opening slits cut into the polyethylene at two ends with flaps to prevent any lead dust migration. The system must allow air to enter the workspace from the clean side of the airlock, and prevent air moving from within the work zone to escape containment.

### 5. **Entering and Exiting the Work Area**

- a. When entering the airlock, all employees and visitors will wear a set of protective clothing and a respirator. Only one person is to pass through the airlock at a time making sure that flaps are securely in place.
- b. When exiting the work area, decontamination shall consist of: 1) cleaning all tools (at end of shift); 2) HEPA vacuum all protective clothing by rolling inward (do not remove respirator yet); remove work shoes and put in plastic bag; 4) enter shower or wash area; 5) remove respirator after washing hands; 6) take a shower if available, using plenty of soap and water; wash hair, hands, fingernails, and face thoroughly; and 7) enter clean room and don street clothing.

### 6. **Erection of Scaffolding**

- a. All scaffolding and ladder equipment must be inspected to see that it is in good condition and is serviceable. Damaged equipment will not be permitted on the job site.
- b. Scaffolding must be designed to comply with all local, State and Federal safety requirements.
- c. Guard rails and toe rails must be used on all open sides and ends of scaffold platforms. Both top and mid-rails are required.

## L. **Lead Removal Under Containment**

### 1. **Security**

Security procedures will be observed as follows:

- a. All lead-based paint hazard control activities and areas shall be properly secured. Security includes proper containment barriers, proper demarcation, and restricted access to disposal containers.
- b. Secure against non-authorized entry during regular work hours and non-work hours. All doors and windows must be locked after work hours and doors secured with padlocks. Contractor is responsible for occupant's belongings that are left within the work area.

## 2. Interior Lead-Based Paint Hazard Control

Interior lead-based paint hazard control activities will be performed according to all rules and regulations including, but not limited to the following:

### *a. Isolate the Work Area*

Two layers of 6-mil poly or its equivalent shall be used on the entire floor. If the entire unit is being treated, cleaned, and cleared, individual room doorways need not be sealed. If only a few rooms are being treated, seal all doorways with two layers of 6-mil poly or its equivalent with airlock flap on all doorways. Doors secured from inside the work area need not be sealed. Doors to occupied units located in hallways must be sealed with two layers of 6-mil poly or its equivalent during work, cleaning, and clearance.

### *b. Ventilation*

Building ventilation system shall be turned off, all vents in room sealed with one layer of 6-mil poly or its equivalent. Negative pressure zones (with "negative air" machines) are not required, unless large supplies of fresh air must be admitted into the work area to control exposure to other hazardous substances (e.g. solvent vapors).

### *c. Window Preparation (from inside)*

Two layers of 6-mil poly or its equivalent shall be taped to the exterior wall. The tape or other anchoring system shall be secured so that there are no gaps between the 6-mil poly (or its equivalent) and the building.

### *d. Lead-Based Paint Hazard Control Method*

Lead-based paint hazard control shall permanently eliminate, enclose, or encapsulate any lead-based paint and lead hazards in accordance with this specification and the DEP's Lead Management Regulations.

### *e. Window Cleaning (from inside)*

HEPA vacuum, wet clean, HEPA vacuum entire window area, including poly (floor included with overall cleaning). If the containment (poly) is breached, then cleaning shall be performed on both the interior and exterior immediately.

### *f. Debris Removal from Work Area*

All debris shall be wrapped in a protective covering with all seams taped or placed in closed durable containers resistant to puncture. The debris shall then be removed from the proposed work area and stored in a secure location until removal.

### *g. Daily Clean-Up*

Daily cleanup shall occur at the end of each workday after all lead-based paint hazard control activities have ceased in units (common areas, exterior) where occupants return daily. Daily cleanup is not required in vacant units or if all lead-based paint hazard control activities are completed by the end of the first workday.

### *h. Interim Clean-Up*

Interim cleanup shall be performed whenever another contractor will perform a non-lead-based paint hazard control activity in a work area where lead-based paint hazard control activities have been conducted but before the final cleanup, visual evaluation, and final clearances have been conducted. Interim cleanup shall begin no sooner than one hour after active lead-based paint hazard control activities have ceased.



*i. Final Clean-Up*

Final cleanup shall be performed in the work area and any surrounding areas where lead-contaminated dust or debris may be present. Final cleanup shall begin no sooner than one hour after active lead-based paint hazard control activities have ceased.

**3. Exterior Lead-Based Paint Hazard Control.**

Exterior lead-based paint hazard control activities will be performed according to all rules and regulations including, but not limited to, the following:

*a. Isolate work area*

Isolate work area from common area using temporary fencing (utilizing barrier tape, poly sheeting, tarps, etc.). The temporary fencing and barrier tape shall be erected at a 20-foot perimeter around working surfaces (or less if distance to next building or sidewalk is less than 20 feet). If an entryway is within 10 feet of working surfaces, require use of alternative entryway. Once work commences, access to lead-based paint hazard control areas shall be strictly limited to the Contractor, CAA, or MaineHousing, and authorized visitors.

*b. Groundcover*

One layer of 6-mil polyethylene (plastic) sheeting or its equivalent shall be laid on ground and over bushes and must extend to at least ten (10) feet from beyond the perimeter of the working surface. Do not anchor ladder feet on top of plastic (puncture plastic to anchor ladders securely to the ground). Cover or protect plastic with boards to prevent puncture from falling debris, nails, etc, if necessary. Raise edges of plastic to create a basin to prevent contaminated run-off in the event of unexpected precipitation. Secure plastic to side of building with tape or other anchoring system (no gaps between plastic and building). Weigh all plastic sheets down.

*c. Seal openings*

Doors and windows on the same side of the building which lead-based paint hazard control will occur shall be covered with poly sheeting and secured in an air-tight manner to the side of the building. Keep windows of an adjacent structure which are within 20 feet of working surfaces closed.

*d. Window Preparation (from outside)*

Besides the ground cover outlined above, two layers of 6-mil poly or its equivalent shall be taped to the interior wall. All other preparation and security measures outlined in this section apply.

*e. Warning Signs*

Post warning signs on the building and at a 20-foot perimeter around the building (or less if distance to next building or sidewalk is less than 20 feet).

*f. Playground Equipment, Toys, Sandbox*

Remove all movable items to a 20-foot distance from working surfaces. Items that cannot be readily moved to a 20-foot distance shall be sealed with taped 6-mil poly or its equivalent.

*g. Weather conditions*

The Contractor shall not conduct exterior work if wind speeds are greater than 20 miles per hour. The wind speed determination shall be pre-determined between the Owner, CAA, and the Contractor prior to start of exterior lead-based paint hazard control (ie Channel 13, 8, 6 weather report). Work must stop and cleanup must occur before rain begins. Take all measures necessary to ensure that paint chips and debris are prevented from migrating beyond the protective ground cover.

*h. Lead-Based Paint Hazard Control Method*

Lead-based paint hazard control method shall permanently eliminate, enclose, or encapsulate any lead-based paint and lead hazards in accordance with this specification and the DEP's Lead Management Regulations.

*i. Scaffolding*

Scaffolding properly covered with poly sheeting may be erected to contain dust if the side of the building under lead-based paint hazard control is within ten (10) feet of any neighboring building or abutting property line.

*j. Cleaning*

Upon completion of lead-based paint hazard control use a HEPA vacuum and TSP solution to clean all surfaces affected by the removal of lead based paint, including areas not covered with polyethylene sheeting. Any lead contaminated debris that is found shall be either HEPA vacuumed or wrapped, secured, and stored until removal. The protective sheeting shall be HEPA vacuumed at the end of each work day, rolled inward upon itself for reuse the following day, or secured, and stored until removal. The Contractor shall start from the bottom and carefully roll up polyethylene sheeting from the edge toward the center, ensure that lead contaminated debris does not fall on the ground and that dust is not generated.

*k. Visual Examination and Clearance Testing*

A visual examination of the work area for lead-contaminated debris as well as for work completion shall be performed before dust and soil samples (if required) are collected.

**M. Lead Waste Disposal Procedures**

**1. State of Maine**

The Contractor shall ensure that all lead-containing waste material shall be removed from the site not later than one (1) week after completion of cleanup and prior to final clearance. The lead-based paint hazard control Contractor and the contractor removing the lead-containing waste material shall comply with all solid and hazardous waste regulations of the Maine Department of Environmental Protection, the U.S. Department of Transportation, and HUD. All generators must retain documentation to substantiate each waste determination, waste transporter used, and final waste disposal location.

**NOTE:** Based on EPA studies, filtered personal wash water and mop water, disposable personal protective clothing that has been misted and cleaned before disposal, and carpeting are generally non-hazardous.

*a. Waste Determination*

The Contractor must comply with the requirements of the State of Maine Hazardous Waste Management Rules (06-096 CMR 850 et seq. effective March, 1994) in determining whether the different lead-contaminated waste streams generated by a lead-based paint hazard control activity are hazardous or non-hazardous (refer to DEP's Lead Management Regulations, Section 6E (4)). **Note:** Based on EPA studies, filtered personal wash water and mop water, disposable personal protective clothing that has been misted and cleaned before disposal, and carpeting are generally non-hazardous. Architectural components such as doors, trim, windows, railings, moldings, etc. will not pose a lead hazard if properly containerized, transported, and disposed of in a secure landfill or a State permitted construction/demolition debris landfill. Paint stripping, lead paint chips and dust, and

**NOTE:** Based on EPA studies, filtered personal wash water and mop water, disposable personal protective clothing that has been misted and cleaned before disposal, and carpeting are generally non-hazardous.

HEPA vacuum debris and filters are likely to fail TCLP. This information may in part be used to substantiate each waste determination.

***b. Handling, Storage, Transportation, and Disposal of Non-Hazardous Solid Wastes***

Prior to removing non-hazardous solid wastes from the work area, the wastes must be wrapped in 6-mil polyethylene plastic or its equivalent and all seams must be taped shut. Wastes must be stored in a designated and secure area. If the storage area is outside, 6-mil poly or its equivalent must be placed underneath and on top of the wastes to prevent soil contamination. Wastes must be transported in covered vehicles by non-hazardous waste transporters licensed in accordance with the Non-Hazardous Waste Transporters License Rule (06-096 CMR 411, effective February 13, 1991). All lead-contaminated non-hazardous solid waste must be disposed of in a licensed solid waste landfill in accordance with the requirements of the State of Maine Solid Waste Management Rules (06-096 CMR 400 et seq., effective May 24, 1989).

***c. Handling, Storage, Transportation, and Disposal of Hazardous Wastes***

All hazardous wastes must be handled, stored, transported, and disposed of in accordance with the State of Maine Hazardous Waste Management Rules (06-096 CMR 850 et seq., effective March, 1994).

**2. HUD**

- a. All HUD defined Category I and Category II lead abatement wastes shall be considered as construction debris and shall be disposed in a Maine DEP licensed solid waste facility. Wastes generated and stored on the Project site from chemical stripping and or scraping of paint on large surface areas shall be tested by the Consultant via TCLP analysis for waste characterization. Category I wastes include HEPA vacuumed disposable personal protective clothing, TSP washed and HEPA vacuumed plastic sheeting, carpeting, and other nonhazardous wastes. Category II wastes include doors and door trim, windows and window trim, baseboards, soffits, fascia, columns, railings, moldings, radiators, walls, stone, and brick. Refer to HUD Guidelines dated June, 1995 pages 10-9 to 10-13 for more detailed descriptions. Category I and II wastes shall not be analyzed via TCLP analysis by the Consultant.
- b. The following materials must be treated as hazardous waste:
  - i. HUD defined Category III and Category IV waste that, through TCLP testing, is classified as hazardous waste according to 40 CFR Part 261, Appendix II to Part 261 Method 1311 Toxicity Characteristic Leaching Procedure (TCLP).
  - ii. Category III wastes include sludge from paint stripping, lead-based paint chips and dust that have been removed from a HEPA vacuum, HEPA vacuum debris and filters that have been removed from the vacuum, unfiltered wash water and any waste included on the EPA's list of hazardous wastes.
  - iii. Category IV wastes are defined as material that cannot be determined; using knowledge of the waste, to be either hazardous or nonhazardous must be tested using TCLP.

**3. Identification and Handling of Waste**

- a. The proper and legal packaging, labeling, handling, transport, and permanent (secure) disposal of lead waste is of critical importance.
- b. The process must be thoroughly and carefully planned, performed, inspected, and fully documented in every instance where hazardous waste is present.
- c. To reduce disposal costs, Contractor should carefully separate potentially hazardous and non-hazardous waste.

- d. All dust and chips that have been removed from a HEPA vacuum and caustic paste residue have a high probability of qualifying as hazardous waste. If a HEPA vacuum is cleaned of its contents on the Project site and/or caustic paste residue is generated on the Project site, these wastes shall be put directly into a separate drum labeled as hazardous waste.
- e. The CAA will arrange for TCLP composite sample testing to be completed by the State of Maine Health and Environmental Testing Laboratory (the "Laboratory").
- f. CAA must notify the Owner when TCLP samples are complete and must be informed of the name of the lab processing tests.
- g. Results generated by the Laboratory must be forwarded in writing to Owner/CAA as soon as they are received.

**4. Coordination of Waste Disposal**

- a. Time Allotment. The Contractor shall ensure that all lead-containing waste material shall be removed from the site not later than one (1) week after completion of cleanup and prior to final clearance.
- b. The Contractor will be responsible for handling, packaging and preparing the waste that is generated by the lead-based paint hazard control operation.
- c. The Contractor shall pay for all waste disposal and coordinate transportation arrangements with the disposal company. Hazardous waste expenses that are incurred by the Contractor for lead-based paint hazard control work performed at the Project site shall be billed at cost. In order to receive payment for hazardous waste expenses, Contractor shall submit the invoice from the hazardous waste transportation and disposal company that states the company's name, address, phone number, and cost of transportation and disposal. Failure to provide such an invoice may result in nonpayment.
- d. It is the Contractor's responsibility to understand *all* current waste handling, packaging, transportation, and disposal regulations for the work site and for the waste disposal facilities and assure full compliance with all U.S. DOT, EPA and Maine DEP regulations and requirements, including the Resource Conservation and Recovery Act (RCRA).

**5. Disposal Manifests**

- a. The Waste Disposal Contractor must document actual disposal of the waste at the designated landfill by completing a written Disposal Certificate (U.S. EPA Waste Shipment Record if hazardous), signed by the approved landfill operator, and forwarding the original to the Contractor, who must supply it to the Owner/CAA.
- b. Copies of all hazardous waste manifest, trip tickets and receipts must be forwarded to Owner/CAA.
- c. Approval of the Contractor's payment requests may be denied until Owner or Owner's Representative is in receipt of Waste Disposal Certificates.

**6. Labeling**

Waste labeling shall conform to OSHA, EPA, and DOT.

**7. Disposal of Non-Hazardous Contaminated Solid Waste.**

The Contractor shall comply with State of Maine Solid Waste Management Rules (Refer to Section 1.13 A (ii) of this specification.

## N. Clean-Up Procedures for Lead Hazard Projects

### 1. Daily Clean-Up

Applicability Daily cleanup shall be performed at the end of each workday after all lead-based paint hazard control activities have ceased where exterior lead-based paint hazard control activities have occurred. Daily cleanup is not required in vacant units or if all lead-based paint hazard control activities are completed by the end of the first workday (see final cleanup). All surfaces in all containment areas shall be included in daily cleanup. The following shall be completed:

- a. Debris shall be wrapped in a protective covering with all seams taped or placed in closed durable containers resistant to puncture.
- b. Workers shall use cleaning practices that minimize the generation of airborne dust, such as misting dust and debris with water prior to cleaning. A process of cleaning that involves HEPA vacuuming, wet cleaning with a lead-specific detergent or equivalent, and then HEPA vacuuming again shall be used to remove lead-contaminated dust.
- c. The containment area's protective coverings shall be examined and any defects immediately repaired.
- d. The protective sheeting used for exterior lead-based paint hazard control activities shall be examined daily for lead-contaminated debris which, if present, shall be either HEPA vacuumed or wrapped, secured, and stored until removal. The protective sheeting shall be HEPA vacuumed at the end of each work day, rolled inward upon itself for reuse the following day, or secured, and stored until removal.

### 2. Interim Cleaning, Visual Evaluation, and Interim Clearance

#### a. *Applicability*

Interim cleanup, visual evaluation, and interim clearances shall be performed whenever another contractor will perform a non-lead-based paint hazard control activity in work area(s) where lead-based paint hazard control activities have been conducted but before final cleanup, visual evaluation, and final clearances have been conducted. Interim cleanup, visual evaluation, and interim clearance sampling may be limited to the work areas, required egresses to that work area, and the decontamination facility where that non-lead-based paint hazard control activity will occur. All other rooms/areas shall be isolated from those work areas by a physical barrier or a layer of 6-mil poly. Lead-Based Paint Hazard Control Project Warning Signs shall be placed on all entries to any areas that have not met interim clearance requirements.

- i. Interim cleanup shall begin no sooner than one hour after active lead-based paint hazard control activities have ceased.
- ii. Debris shall be wrapped in a protective covering with all seams taped or placed in closed durable containers resistant to puncture. The debris shall then be removed from the proposed work area and stored in a secure location until removal.
- iii. Cleaning shall start at the room/area furthest from the decontamination facility and proceed to and include the decontamination facility itself. Cleaning in each room/area shall include a complete HEPA vacuuming, wet cleaning, and HEPA vacuuming of all walls, ceilings, building components, protective coverings within the barrier system, the barrier system of the work area proposed for non-lead-based paint hazard control activities, and the decontamination facility. Cleaning shall start at the ceiling (and associated fixtures), proceed down the walls, and to the floor.
- iv. Repeat cleaning steps above until there is no visible debris adhering to substrates or residue on polyethylene sheeting or other surfaces.

- v. After cleaning is complete, either remove the barrier system from the proposed work area(s) or limit its removal to those specific components in order to perform the non-lead work activities as applicable. The decontamination facility may be either left in place or removed from the work area for the duration of the non-lead-based paint hazard control activity. An on-site decontamination facility must be in place and used by the lead-based paint hazard control contractor during final cleanup activities **Note:** the decontamination facility must remain in place until the results of interim clearance sampling have been received.

**NOTE:** After cleaning is complete, the decontamination facility must remain in place until the results of interim clearance sampling have been received.

***b. Lead Program CAA Notification***

The Contractor shall give the CAA a minimum forty eight (48) hour notice to perform visual inspection and dust wipe clearance testing. If Contractor does not provide a 48 hour notice to CAA, the CAA will not be obligated to collect dust wipes at the time established by the Contractor. Failure of the Contractor to give the required 48 hour notice shall not be an acceptable excuse to avoid liquidated damages as specified herein.

***c. Interim Visual Evaluations***

The work area(s) shall be inspected for visual evidence of dust, debris from any sources, residue, and/or any other matter. If dust, debris from any sources, residue, and/or any other matter is found, then the work area(s) shall be determined to fail the visual and the Contractor is responsible for re-cleaning these area(s). Contractor must provide ladders, scaffolding, and lifts as required to provide access to all surfaces in the area(s) being subjected to a visual inspection.

***d. Interim Clearances***

A minimum of two (2) dust wipe samples from every treated room shall be taken by the CAA and submitted to the Laboratory for analysis. A field blank sample shall also be submitted with each set of samples as required by regulations for inspectors. Sample locations will be at the discretion of the CAA but should not be directed in those areas where non-lead-based paint hazard control activity will occur. Clearance levels must be below the concentrations as outlined in [Section 4\(O\), Clearance Sampling and Standards](#).

***e. Completion of Non Lead-Based Paint Hazard Control Activities***

After the completion of non-lead activities, the entire work area shall be subject to the final cleanup, visual evaluation, and clearance sampling requirements. The decontamination facility must be re-established prior to the start of final cleanup.

**3. Final Clean-Up, Visual Examination, and Final Clearance.**

***a. Applicability***

The work area and any surrounding areas where lead contaminated dust or debris may be present, including window troughs, shall be cleaned prior to performing a visual examination and clearance sampling. All final cleaning shall be performed by the lead-based paint hazard control Contractor.

- i. An on-site decontamination facility must be in place and used by the Contractor during final clean-up activities. The decontamination facility shall remain in place until the work area meets the final clearance standards set forth in [Section 4\(O\), Clearance Sampling and Standards](#).
- ii. Final cleanup shall begin no sooner than one hour after active lead-based paint hazard control activities have ceased.

**b. Required Practices**

The required practices for final cleanup are as follows:

- i. Debris shall be wrapped in a protective covering with all seams taped or placed in closed durable containers resistant to puncture. The debris shall then be removed from the work area and stored in a secured location until removal.
- ii. Dust and debris shall be removed in a manner which effectively avoids contamination of the property.
- iii. Cleaning shall start at the room/area furthest from the decontamination facility and proceed to and include the decontamination facility itself. Cleaning in each room/area shall include HEPA vacuuming, wet-cleaning (as previously described), and HEPA vacuuming of all walls, ceilings, building components, protective coverings within the barrier system, the barrier system, and the decontamination facility. Cleaning shall start at the ceiling (and associated fixtures), proceed down the walls, and to the floor.
- iv. Protective coverings used to contain or collect dust and debris within the work area shall be removed in a manner that prevents the dispersion of lead-contaminated dust and debris.
- v. Exterior areas affected by lead-based paint hazard control activities shall be visually examined for lead contaminated debris. All such debris shall be wrapped, secured, and stored until removal. **Note:** dust wipe samples for clearance will also be taken on the exterior.

**NOTE:** Dust wipe samples for clearance must also be taken on the exterior.

**c. Lead Program CAA Notification**

The Contractor shall give the CAA a minimum forty eight (48) hour notice to perform visual inspection and dust wipe clearance testing. If Contractor fails to provide a 48 hour notice to CAA, the CAA will not be obligated to collect dust wipes at the time established by the Contractor. Failure of the Contractor to give the required 48 hour notice shall not be an acceptable excuse to avoid liquidated damages as specified herein.

**d. Visual Evaluation**

The work area(s) shall be inspected for visual evidence of dust, debris from any sources, residue, and/or any other matter. If dust, debris from any sources, residue, and/or any other matter (including storage of waste) is found, then the work area(s) shall be determined to fail the visual and the Contractor is responsible for re-cleaning these area(s). Contractor must provide ladders, scaffolding, and lifts as required to provide access to all surfaces in the area(s) being subjected to a visual inspection.

**e. Final Clearances**

A minimum of two (2) dust wipe samples from every treated or untreated room on the interior of the building, including common areas, shall be taken by the CAA and submitted to the Laboratory for analysis. A minimum of two (2) dust wipe samples on the exterior of the building shall be taken if exterior lead-based paint hazard control and/or soil lead-based paint hazard control was performed. A field blank sample shall also be submitted with each set of samples as required by DEP. Sample locations will alternate between floor and sill and floor and window trough as indicated in Table 4 - Minimum Number and Location of Clearance Dust Samples for All Abatement and Interim Control Work, page 33 of the DEP's Lead Management Regulations. Clearance levels must be *below* the concentrations as outlined in [Section 4\(O\), Clearance Sampling and Standards](#). **Note:** the decontamination facility shall remain in place until all clearance samples are below the required concentrations.

- i. Clearance soil sampling shall also be performed if soil lead-based paint hazard control activities involving mixing or replacing soil (in accordance with DEP regulations) have been performed. Results of sampling must be below concentrations outlined in [Section 4\(O\), Clearance Sampling and Standards](#).
- ii. Once all clearance samples have passed, the decontamination facility as well as the remaining barrier systems which separated the work area from non-work areas shall be removed, and all warning signs shall be removed.

**NOTE:** *The decontamination facility shall remain in place until all clearance samples are below the required concentrations.*

**4. Re-Occupancy Letter**

After the visual inspection and dust wipe sampling analytical results have indicated that the area is safe for families to return, the CAA will issue a *Re-Occupancy Letter*. This will allow the occupants to return to their units.

**5. Letter of Lead-Based Paint Hazard Control Compliance**

Upon completion of all interior and exterior lead-based paint hazard control activities the CAA will issue a *Letter of Lead-Based Paint Hazard Control Compliance* that states that the exterior of the building as well as common areas leading to the apartment have been rendered safe for re-occupancy. No payment will be made until the CAA has declared a unit to be "safe for re-occupancy".

**O. Clearance Sampling and Standards**

**1. Dust Wipe Clearance Standards**

- a. Dust samples from residential dwellings shall be collected by the CAA in accordance with DEP's Lead Management Regulations and HUD Guidelines.
  - i. Dust sampling shall begin no sooner than one hour after the completion of final cleanup and only after the work area passes the visual evaluation.
  - ii. Dust sampling requirements. The CAA shall take at least the minimum number of clearance dust samples at locations in accordance with DEP's Table 4: Minimum Number and Location of Clearance Dust Samples for All Abatement and Interim Control Work. The CAA may elect to collect and analyze more than the minimum number of samples in order to ascertain that all clearance standards are met.
  - iii. Dust sampling is also required on the exterior if lead lead-based paint hazard control activities have been performed on the components and/or the soil. The location and number of samples to be taken is included in the DEP's Table 4 referenced above.
  - iv. The lead concentrations in dust samples must fall below the following levels (expressed in micrograms of lead per square foot) to achieve clearance:

Hard Floors/Carpeted Floors	0 ug/ft <sup>2</sup>
Window Sills	100 ug/ft <sup>2</sup>
Window Wells (troughs)	100 ug/ft <sup>2</sup>

- b. It is the lead-based paint hazard control contractor's responsibility to achieve the dust wipe clearance criteria indicated above. If lead levels are found to exceed these criteria, at one or more sampling locations, the lead-based paint hazard control contractor will be required to re-clean the areas and the CAA will be required to re-test these areas until they pass the clearance criteria. All direct and indirect costs to the owner will be paid by the lead-based paint hazard control contractor including re-inspection and laboratory fees. These costs and fees may be deducted from the Contract price.



**2. Soil Clearances and Standards**

Clearance soil samples shall be taken by the Consultant if soil lead-based paint hazard control activities involving mixing or replacing soil have been performed (if covering has been performed, no clearance soil samples are necessary). Soil samples shall be collected in accordance with the DEP's Lead Management Regulations and HUD Guidelines.

- a. Soil testing shall not begin until property passes the visual examination.
- b. All soil samples shall be composite samples of bare soil only.
- c. Soil sampling requirements. One composite sample shall be collected around the perimeter of the building (which are not play areas). If only selected faces of the building were treated, the subsamples must come from those faces. A second composite sample shall be collected from bare soil only in play areas, if any.
- d. Clearance standards. The test results for bare soil samples must fall below the following levels (expressed in parts per million) to achieve clearance:

Bare Soil - Play Area	375 PPM
Bare Soil - Building Perimeter	1,000 PPM
Bare Soil - Other than Play Area	1,000 PPM

- e. If the levels of the clearance samples exceed those listed in (iv) above, the Contractor will be responsible for additional lead-based paint hazard control of the soil. The Consultant shall perform visual examinations and clearance testing until the levels fall below the standards. The Contractor will be responsible for all costs associated with additional lead-based paint hazard control of the soil caused by its failure to achieve clearance. These costs will include the Consultant time and travel expenses for the visual examination and clearance testing, and all samples submitted to the Laboratory for analysis.

**P. Reporting Requirements**

**1. Lead-Based Paint Hazard Control Report**

The Contractor is responsible for providing a lead-based paint hazard control report for the unit/areas worked on at a specific location within 30 days of project completion. Upon request, the Contractor shall submit all the required information to the Owner, the CAA the Consultant, and/or the Maine DEP. All documentation from the project shall be maintained by the Contractor for a minimum period of ten years (refer to DEP's Lead Management Regulations, 6G & 6H).

**2. Letter of Lead-Based Paint Hazard Control Compliance**

Upon completion of all interior and exterior lead-based paint hazard control activities, the CAA will issue a Letter of Lead-Based Paint Hazard Control Compliance that states that the exterior of the building, common areas leading to the apartment(s), and the unit(s) have been worked on according to HUD Guidelines and the Maine DEP Lead Management Regulations.

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## SECTION 5: CONSTRUCTION CONTRACT CONDITIONS

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The Lead Program *Construction Contract*, entered into by the Contractor and property owner is subject to the following special conditions.

### A. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

The *Construction Contract* is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the Funding Approval.

### B. Flood Disaster Protection

- (1) *The Construction Contract* is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under the Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.
- (2) Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under the Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, *et seq.*, provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

### D. Equal Employment Opportunity

#### 1. Activities and contracts not subject to Executive Order 11246, as amended

In carrying out the work, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. Contractor shall incorporate the foregoing requirements of this paragraph (a) in all of its contracts for the work, except contracts governed by paragraph (b) of this section, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for the work.

#### 2. Contracts subject to Executive Order 11246 as amended

- a. *Construction Contracts* shall be subject to HUD Equal Opportunity regulations at 24 CFR Part 130 applicable to HUD assisted construction contracts.
- b. Contractor shall cause or require to be inserted in full in any nonexempt contract and subcontract for construction work, or modification thereof, as defined in said regulations,

which is paid for in whole or in part with assistance provided under the Agreement, the following equal opportunity clause.

- c. "During the performance of the *Construction Contract*, the Contractor must abide by the following conditions:
- i. The Contractor must not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
  - ii. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - iii. The Contractor must send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - iv. The Contractor must comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - v. The Contractor must furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - vi. In the event of the Contractor's noncompliance with the non-discrimination clauses of the *Construction Contract* or with any of such rules, regulations, or orders, the *Construction Contract* may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
  - vii. The Contractor must include the portion of the sentence immediately preceding paragraph and the provision of paragraphs i through vi in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States."

- d. The Contractor is bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.
- e. Contractor must assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor; that it will furnish the Department and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist in the Department in the discharge of its primary responsibility for securing compliance.
- f. Contractor must refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or what has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Department or the Secretary of Labor pursuant to Part II, subpart D of the executive order. In addition, the Owner, Owner and Contractor agree that if any of them fail or refuse to comply with these undertakings, the Department may take any or all of the following actions: Cancel, terminate or suspend, in whole or in part, the grant or loan, refrain from extending any further assistance to the Owner, Owner and Contractor under the Program with respect to which the failure or refusal occurred until satisfactory assurances of future compliance has been received from Owner, Owner or Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **E. Lead-Based Paint Hazards**

The carrying out of the lead hazard reduction work described in the *Construction Contract* is subject to:

- (1) HUD lead-based paint regulations, 24 CFR Part 35;
- (2) Residential Lead Based Reduction Act of 1992 (Pub.L. 102-550, Title X, Oct. 28, 1992);
- (3) Maine Department of Environmental Protection Lead Management Regulations (Chapter 424); and
- (4) HUD Guidelines for The Evaluation and Control of Lead-Based Paint Hazards in Housing (June 1995; 1997 Revision).

#### **F. Compliance With Air and Water Acts**

The *Construction Contract* is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857, et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251, et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time. In compliance with said regulations, Contractor shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under the Agreement, the following requirements:

- (1) A stipulation by the Contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the Contractor to comply with all the requirements of section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said section 114 and section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.

- (4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (i) through (iv) of this section in every nonexempt subcontractor and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.
  - a. Contractor further agrees that it will be bound by the above environmental clauses.
  - b. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under section 113(c)(1) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act.

## **G. Federal Labor Standards Provision**

- (1) Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, Contractor and all sub-contractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed, in whole or in part, with assistance provided under the Lead Program shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR parts 3.5 and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen: Provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve Contractor of its obligation, if any, to require payment of the higher rates, Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting in the requirements of 29 CFR 5.5 and, for such contracts in excess of \$10,000, 29 CFR 5a.3.
- (2) No award of *Construction Contracts* shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of a *Construction Contract*.

## **H. Nondiscrimination Under Title VI of the Civil Rights Act of 1964**

*Construction Contracts* are subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part I. In the sale, lease or other transfer of land acquired, cleared or land improved with assistance provided under the Agreement, the Owner shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, handicap, familial status, or natural origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Owner and the United States are beneficiaries of and entitled to enforce such covenant.

## **I. Obligation of Contractor with Respect to Certain Third Party Relationships**

Contractor shall remain fully obligated under the provisions of the *Construction Contract* notwithstanding its designation of any third party or parties for the undertakings of all or any part of the work with respect to which assistance is being provided under the *Construction Contract*.

## **J. Interest of Certain Federal Officials**

No member of or Delegate to the Congress of the United States and no resident Commissioner, shall be admitted to any share or part of the *Construction Contract* or to any benefit to arise from the same.

## **K. Interest of Members, Officers, Employees of Owner, Members of Local Governing Body, or Other Public Official**

No member, officer, or employee of the Owner, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the work. Contractor shall incorporate, or cause to incorporate in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

## **L. Use of Funds for Influence of Public Officials**

Contractor shall incorporate, or cause to incorporate in all such contracts or subcontracts a provision prohibiting use of funds pursuant to the purpose of this section:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction; and
- (3) Require that the language be included in award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

## **M. Prohibition Against Payments of Bonus or Commission**

The assistance provided under the *Construction Contract* shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval of concurrence of HUD required under the Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

## **N. "Anti-Kickback Act "**

Contractor must comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934, (48 Stat. 948; 62 Stat. 862; Title 18 USC, Sec. 874; and Title 40 USC section 276c), and any amendments or modifications thereof; shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto; and shall be responsible for the submission of statements required of subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exceptions from the requirements