

Vermont Housing and Conservation Board  
LEAD-BASED PAINT HAZARD REDUCTION PROGRAM

**LEAD PROGRAM  
GENERAL REQUIREMENTS**

*The following General Requirements are incorporated into all Construction Contracts for projects utilizing funding or technical assistance from the Vermont Lead-Based Paint Hazard Reduction Program (the "Lead Program"). All the work to be performed shall meet the requirements set forth in these General Requirements, the Slugs by Location, General Specs by Trade and any other Contract Documents. In the event of any conflict, the stricter standard shall apply. When any variance or waiver to a lead abatement permit is approved by the State of Vermont Department of Health, it is not in effect on any Vermont Housing and Conservation Board (VHCB) projects without VHCB's written approval prior to start of job.*

**I. Coordination with Other Contractors**

When applicable, all work shall be coordinated with the General Contractor or other contractors in order to minimize any delay in project completion. The Contractor shall be responsible for promptly bringing to the attention of the Owner and the Lead Program any conditions that may delay the work.

**II. Contractor's Personnel, Conduct, and Use of Premises**

The Contractor shall at all times enforce strict discipline and good order among Contractor's employees, and shall not employ on any job site any unfit person or anyone unskilled or unqualified to perform the tasks necessary to complete the job specifications and/or contract. Contractor's employees shall be properly trained, certified and licensed as necessary. Contractor shall keep records of all licenses, certificates, or proof of trainings at the job site and shall make such records available for VHCB staff review. EMP certified employees shall not be used for abatement activities on permitted lead abatement projects.

**III. Smoking**

Contractor's employees shall not smoke inside of any unit where work is performed. Smoking will be permitted outside but Contractor shall be responsible for ground clean up of accumulated cigarette butts.

**IV. Phone Usage**

Contractor's employees shall not access or use phone lines or services in any unit where work is being performed unless prior approval has been granted by Owner(s) or Tenant(s). In the event unauthorized charges appear on Owner(s) or Tenant(s) phone bill, and permission to use the phone was not granted by Owner(s) or Tenant(s) and the charges were incurred during the time the Contractor was working at the unit, the Contractor shall reimburse Owner(s) or Tenant(s) for all such charges.

**V. Site Supervisor Qualifications**

The Contractor shall provide one site supervisor at the job site at all phases and all times of the project. The supervisor shall be responsible for coordination, safety, security, regulatory compliance, implementation of the contract specifications, and execution of all phases of the project. For activities regulated under the Vermont Regulations for Lead Control, the site supervisor shall be properly certified by the Vermont Department of Health.

**VI. Staffing**

Contractor may not subcontract any portion of the work described in the project specifications unless prior approval is granted by VHCB. The Contractor shall provide a minimum of two (2) employees on any job site consisting of one (1) supervisor and one (1) worker at all times. The Contractor may not utilize; employ or contract services for; any temporary employees or contract labor services unless prior approval is granted by VHCB.

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**VII. Project Monitoring**

VHCB Lead Program staff shall be properly certified and shall have right of entry on all projects at all times. Owner and/or the Lead Program have the authority to stop the Contractor's work at any time throughout the duration of the project under the following circumstances:

1. Contractor's work does not comply with applicable federal, state or local regulations.
2. Contractor's work does not comply with the Contract Documents.
3. Contractor's work presents a potential immediate or future health hazard to workers and/or current or future building occupants.
4. Other hidden or unforeseen circumstances arise that require work to be stopped.

At Owner or Lead Program's request, Contractor shall immediately stop all activities and correct any deficiency in the Work. Work shall not resume without approval of Owner and the Lead Program.

**VIII. Decisions to Withhold Approval of Payments**

Owner and the Lead Program may withhold approval of Requests for Payment because of:

1. Work not completed or completed improperly.
2. Defective work not remedied.
3. Third party claims filed or reasonable evidence indicating probable filing of such claims.
4. Failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment.
5. Reasonable evidence that the work cannot be completed for the unpaid balance of the contract price.
6. Damages to the Owner or another contractor.
7. Reasonable evidence that the work will not be completed within the time specified in the contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.
8. Persistent failure to carry out the work in accordance with the contract documents.
9. Failure to provide documents required at Construction Closeout.

**IX. Verification of Quantities and Measurements**

All measurements and quantities provided in any Contract Documents are for the contractor's information prior to a mandatory site inspection. Contractor is responsible for verifying all measurements and all quantities. No claim for additional funds due to discrepancies in measurements or quantities shall be honored if not submitted at the time of the initial bid proposal.

**X. Codes, Ordinances, and Permits**

The execution of the Work shall comply with all applicable federal, state and local laws, rules, regulations and guidelines. These standards include, but are not limited to:

- 12 USC 1701u – HUD Section 3 and Section 3 Clause**
- 24 CFR 135 – Economic Opportunities for Low and Very Low income Persons**
- 29 CFR 1926- Construction Industry Standards**
- 29 CFR 1926.62 - Construction Industry Lead Standard**
- 29 CFR 1910.1200 - Hazard Communication**
- 29 CFR 1910.134 – Respiratory Protection Standard**
- 40 CFR Part 261- EPA Regulations**
- 40 CFR Part 745 – EPA Regulations**
- Resource and Conservation Recovery Act (RCRA) – EPA**
- Vermont Agency for Natural Resources - Hazardous Waste Regulations**
- Act 165 Vermont Lead Poisoning Prevention Act**

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Any work which is governed by the Vermont Regulations for Lead Control (promulgated under V.S.A. Title 18, Chapter 38, as currently amended shall be conducted in full conformance with said Regulations.

Contractor and the Lead Program shall rely on the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, dated June 1995, as currently amended, for guidance regarding appropriate work practices or procedures not otherwise defined in the Contract Documents.

Contractor shall secure necessary permits to conduct the work as described in the job specifications. These include but are not limited to, the Vermont Department of Health lead project permit, and any building permits required by municipalities where the project is located. All work shall conform to existing Federal, State, and Local building codes and zoning ordinances as applicable.

**XI. Worker Protection**

Contractor must comply with all applicable federal, state, and local laws and regulations related to safety in the workplace, including a respiratory protection program, personal protective clothing, medical surveillance, mandatory training and all other requirements of the OSHA Construction Industry Lead Standard (29 CFR 1926.62).

All workers and supervisors performing lead abatement activities must be certified by the Vermont Department of Health.

**XII. Prohibited Practices**

Contractors shall not use the following prohibited paint removal and clean-up methods:

1. Open flame burning or torching;
2. Heat guns of any kind
3. Machine sanding or grinding or planing without a HEPA vacuum exhaust tool.
4. Uncontained hydroblasting or high-pressure wash.
5. Abrasive blasting or sand blasting.
6. Chemical paint removers containing methylene chloride.
7. Dry sweeping of lead contaminated areas or surfaces.
8. Use of Non-HEPA filtered vacuums

**XIII. Caution Signs and Barriers**

At each separate work area, the Contractor shall display caution signs and install barriers which conform to OSHA and VDH requirements wherever the treatment process is reasonably expected to break or disturb any lead containing substances. The Contractor shall keep the signs posted and barriers in place until the Lead Program advises the Contractor that the unit or work area has passed visual inspection and any required Dust Clearance tests.

**XIV. Definitions**

As used in the Contract Documents, the following terms shall have the following meanings:

For interior work, "Prepare for Paint or Stain" means to feather edges to a smooth transition from existing painted areas to bare substrate, finish sand scraped surfaces, and wipe with a damp rag to remove residue. Approved spackle or filler may be used on a limited basis where there is a substandard transition between substrate and topcoat.

"Remove, Strip Off-Site and Reinstall" means to carefully remove the architectural element or component by methods that will cause the least damage to the element or components, strip off-site using appropriate methods that leave surfaces free of lead containing dust and without chemical residues that may deter paint adhesion, prepare for paint or stain, as appropriate, and reinstall to the same location and configuration.

"Remove Paint" has the same meaning as Strip Paint.

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“Sanding” means to remove burrs and rough edges from treated areas (i.e. bare wood at stabilized areas). Use of a sanding block is recommended to provide a smooth surface. Wipe with a damp rag to remove residue prior to sealing surface.

“Scribing” a component to be dipped means to punch an identifying marker that permanently indents the wood in a side or edge of the component that will not be seen when the component is reinstalled but will withstand the treatment and be apparent upon completion of stripping. (i.e. the bottom edge of door, jamb edge of sash, back-side of trim.)

"Stabilization" has the same meaning as Wet Scrape to Refusal.

"Strip Paint" means to completely remove all paint from the identified component or substrate. Following the complete removal, the component or substrate is to be prepared for paint or stain, as appropriate.

"Wet Scrape to Refusal" means to remove with scraping devices all loose, flaking and deteriorated paint until all non-intact paint has been removed from a substrate, taking care to minimize dust generation by lightly misting surfaces with water. Avoid saturating surfaces which may lead to gouging or marring of the substrate. An alternative method can be to place a wet towel or rag over the head of the scraper. All bare substrate and remaining paint is to be prepared for paint or stain, as appropriate.

**XV. Materials**

All materials used in connection with the Contract are to be new, of first quality and without defects, unless stated otherwise or approved by Owner and the Lead Program. Any material substitutions should be submitted with the bid proposal. All paints, stains, sealers, fillers, glues, caulk and like materials used for stabilization of lead hazards must be purchased from the top quarter of a manufacturer's residential line and must be installed in accordance with manufacturer specifications and recommendations. Primers and topcoats must be compatible and from the same manufacturer.

**XVI. Finish Selection**

The Owner shall select finishes, colors, styles and types of materials from in-stock options, unless otherwise stated in the Contract Documents.

**XVII. Substitutions**

All requests for substitutions of proprietary items must be approved in advance by the Owner and the Lead Program. Requests for substitutions by Contractor shall include the manufacturer's specifications, full installation instructions and warranties. In the case of historically significant components, additional information may be required of the Contractor.

**XVIII. Work Times**

Contractor and subcontractors are to schedule working hours between 7:00 am and 6:00 p.m. Monday through Friday. Requests to work on weekends and before or after these hours must be approved in advance by the Owner.

**XIX. Relocation**

Unless otherwise provided in the Contract Documents, all occupants must be out of the work area while work is underway. Children and pregnant women are specifically prohibited from entering the dwelling at any time during interior work, including times when work is not in progress.

**XX. Tenant Belongings**

In the case of occupied units, residents will be requested by Owner to remove belongings from the work

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area, whenever possible, prior to the initiation of work by the Contractor. Residents will also be asked to move remaining large items, such as heavy furniture, into a storage area or room identified as not receiving treatment. In the event that such an area is not available, residents will be asked to place remaining items, boxed and bagged to the extent feasible, in the center of the room. Construction Contract may allow for penalties if belongings are not packed at time of job start.

At the time of the initial pre-cleaning of the work area, Contractor shall ensure that resident has either removed belongings from the site, placed them securely in a non-work area, or placed them in the center of the room. If contractor finds that a job site has not been properly prepared to allow work to begin, contractor shall notify VHCB immediately. Any belongings remaining in work areas shall be covered with two layers of 6-mil plastic and secured to the floor barrier system. This barrier shall remain intact during all phases of work. The plastic shall be cleaned and removed in conjunction with other final cleaning procedures at the end of the job. Appliances are to remain in place, if possible. Contractor shall ensure that power is supplied to appliances, if the appliances were powered at job start-up. Polyethylene can only be used to cover appliances that are unpowered and do not have pilot lights.

**XXI. Interior, Exterior and Window Work Site Preparation**

Interior, Exterior and Window Work Site Preparation shall be in accordance with the requirements of the Vermont Regulations for Lead Control, as currently amended and any additional program requirements in the Construction Contract and attachments.

**XXII. Daily and Ongoing Cleanup**

During disturbance of lead dust or lead painted surfaces, periodic HEPA vacuuming shall be performed by the Contractor to minimize the tracking of lead dust to other areas. Daily cleaning shall be performed to minimize work exposure and in order to ensure good clearance results. Daily cleaning should include removal of large and small debris, HEPA vacuum or wash of all tools and equipment removed from containment, a visual inspection of all barriers and repair of plastic sheeting as needed. Exterior work areas shall be fully cleaned and plastic removed at the end of each workday. Plastic sheeting that has been soaked due inclement weather may not be re-used and must be discarded. Waste and debris may be temporarily stored on site provided it is properly bagged and or wrapped and placed in an area that is locked, covered, or has limited access, and is properly labeled. Waste and debris should never be accessible by children. All waste and debris must be removed from the job site before final clearance.

**XXIII. Chemical Stripping**

The Contractor shall not utilize off-site stripping companies unless the VHCB office grants prior approval. Contractor shall not utilize stripping methods that immerse components in tanks or vats of chemicals. Contractors shall provide the VHCB office with appropriate MSDS information and procedures for application and neutralization of each chemical used for stripping prior to their use. Contractor shall also keep MSDS sheets for each chemical utilized on each job site. Contractors must demonstrate that components are properly neutralized for the chemical utilized at visual inspection of the component. When acid or alkaline stripping chemicals are used, components will be neutralized to a pH of 7.0. All components shall be allowed to dry to a moisture content of 12% or less before priming or painting.

**XXIV. Lead Waste Disposal**

All waste from activities involving the disturbance or removal of lead painted surfaces shall be managed in accordance with the requirements and regulations of the Vermont Agency of Natural Resources and the U.S. Environmental Protection Agency. The contractor is responsible for ensuring that hazardous waste is removed, transported, manifested and disposed of in conformance with the requirements of the Resource Conservation and Recovery Act of 1976, and any related federal or state regulations.

**XXV. Soil Contamination by Contractor**

For contracts involving treatment of exterior surfaces, including porches, the Contractor shall have the following responsibility. In the event of an increase in the level of the lead content in the soil by 2000

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parts per million or as may otherwise be set forth in the Vermont Regulations for Lead Control, the Contractor shall remedy the hazard, at no cost to the owner or the Lead Program, in a lead-safe, appropriate, and approved manner, until the soil lead levels have been reduced to the lead level existing prior to the initiation of exterior work.

All soil sampling shall be conducted by the Lead Program. A pre-intervention soil sample shall be taken prior to the initiation of exterior work. A post-intervention soil sample shall be taken in conjunction with clearance testing or following the completion of exterior work, whichever is later.

**XXVI. Change Orders**

Should the Contractor encounter latent conditions during performance of the work differing significantly from those shown in the Specifications or other Contract Documents, or unknown conditions of an unusual nature differing significantly from those already encountered during performance of the work, Contractor shall notify Owner and the Lead Program prior to disturbance of the conditions. Owner and the Lead Program shall promptly investigate the conditions. If, in the opinion of the Owner and the Lead Program, conditions do so differ, the Construction Contract shall, with approval of the Owner and the Lead Program, be modified by a written change order, to provide for any change in cost resulting from such conditions. Should such alterations result in increased or decreased unit cost to Contractor, a fair and equitable sum shall be agreed upon in writing before such work is begun. The cost shall be added to or deducted from the contract amount by means of a written change order, utilizing the standard form for the Lead Program.

**XXVII. HVAC Systems**

Contractor shall ensure that all heating, ventilating and air conditioning equipment which is located in, runs through, or services the work area or adjacent areas which Contractor occupies have been shut down and cannot accidentally startup during the construction period. All heating registers and returns in the work area shall have 6 mil polyethylene taped over them. In situations where a heating system cannot be turned off, Contractor must install polyethylene flaps on vents that can be rolled back at days end. Cold air returns must have filters taped over them. Flaps must be securely taped down in rooms where work is taking place. At the end of the work day, the Contractor must either re-activate the system and uncover the vents, or provide for another source of heat in the unit. High temperature heat systems such as electric baseboard and free standing area heaters are not to be covered.

**XXVIII. Security of Premises**

Contractor shall be responsible for the security of all work areas. The Contractor shall be responsible for allowing only authorized personnel into the work area and keeping a log of all entrance and exit activity in the work area. Contractor shall secure all assigned entrances and exits at the end of the work day. If lead work is conducted as part of a larger rehabilitation by a General Contractor, Lead Contractor shall coordinate work area security with the General Contractor. Contractor must provide for temporary security barriers in areas where doors have been removed for abatement. All lights must be turned off and all tools and equipment must be unplugged. Where showers are in place for personal decontamination, water must be turned off at the work day.

**XXIX. HEPA/WET WASH Cycle Prior to Final Clearance**

Unless otherwise stated in the Contract Documents, the HEPA/Wet Wash cycle will be used in all instances of final cleaning prior to clearance testing. Procedures for final cleaning shall include:

HEPA VACUUM all surfaces starting from the end farthest from the main work entrance, moving toward that entry. Each room is to be vacuumed from the ceiling down to the floor, starting with the ceiling, upper shelves, headers, proceeding to the walls, then to the lower sills and baseboards and finally to the floor. Carpeted floors to be cleaned with a HEPA vacuum that has a vibrating-type power-head or beater-bar attached.

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WET WASH ALL SURFACES in the work area with a lead specific detergent, including areas which were covered with plastic and also the area between the window sash and exterior storm window.

**XXX. Visual Inspections**

All interior painted surfaces from which paint has been removed or on which paint has been stabilized under the Contract must be visually inspected by the Lead Program or its agent prior to priming or repainting. At the time of the visual inspection, all work must be completed and area is to be visibly free of dirt and debris. Contractor shall maintain all appropriate respiratory and personal protective measures until passing visual inspection unless the contractor has relevant exposure monitoring data that demonstrates the tasks performed do not expose any employee above the action level of  $30 \mu\text{g} / \text{m}^3$ . All waste and debris shall be removed from the property prior to the visual inspection. Polyethylene critical barriers are to remain in place until after a passing visual examination in case the visual examination identifies areas needing further work. Upon passing visual inspection, if other non-lead related work is to be performed by other contractors, all critical barriers must be removed by the lead contractor before other workers are allowed access to the work area. All components removed from the job site for off-site paint stripping or refurbishment must first pass visual inspection before priming and installation. Contractor shall give the Lead Program at least twenty-four (24) hours prior notice of readiness for visual inspection of treated paint surfaces. The Lead Program shall conduct the visual inspection within twenty-four (24) hours, excepting weekends and holidays, of the time when the unit or work area is ready for inspection. Visual Inspections which are follow-up inspections following a failure will be conducted within forty-eight (48) hours, excepting weekends and holidays, of the time that the work area or unit is ready for inspection.

In the event that a unit fails the visual inspection of treated paint surfaces, Contractor shall make necessary repairs and undertake clean-up; until the unit passes a visual inspection.

In the event of a visual inspection failure, Contractor shall be liable for the actual cost of the additional required inspections, deductible from any payments due Contractor.

**XXXI. Sealing / Painting Porous Floors Prior to Clearance**

Prior to clearance testing, the Contractor may request to seal porous or painted floors, only with prior written approval from the Lead Program and Owner. When sealer or paint is applied, entire floor of the treated room is to be covered. Product used for sealing should match and be compatible with existing finish.

**XXXII. Clearance Testing**

Upon completion of the Work and prior to final payment to the Contractor, the following inspection and testing shall be performed:

1. A final inspection shall be performed by the Lead Program or its agent to verify that all work has been completed.
2. Dust clearance testing shall be performed in accordance with the requirements of the Vermont Regulations for Lead Control by the Lead Program or its agent. In order to be deemed work satisfactorily completed, dust lead levels cannot exceed:

**$40 \mu\text{g} / \text{ft}^2$  on floors**

**$250 \mu\text{g} / \text{ft}^2$  on window sills**

**$400 \mu\text{g} / \text{ft}^2$  on window wells**

Contractor shall give the Lead Program at least twenty-four (24) hours prior notice of readiness for final inspection and dust clearance testing. The Lead Program or its agent shall conduct the final inspection and/or dust clearance testing within twenty-four (24) hours, excepting weekends and holidays, of the time when the unit or work area is ready for inspection. Final Inspections or dust wipe clearances which are

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follow-up inspections following a failure will be conducted within forty-eight (48) hours, excepting weekends and holidays of the time that the work area or unit is ready for inspection.

Dust wipe samples will be shipped by overnight delivery on the day that the samples are taken, unless the samples cannot be delivered to the nearest drop-off by the daily deadline. In such situations, the samples will be shipped the following day. Sample results will be provided to the Lead Program, which will notify the Contractor and the Owner immediately upon receipt.

In the event that a unit fails a final inspection or dust wipe clearance thresholds, Contractor shall re-clean the unit or work area at Contractor's expense. Contractor shall be responsible for re-cleaning until the unit passes a final inspection and dust wipe clearance thresholds. On job sites where tenants are relocated, Contractor shall have employees available for re-cleaning within 24 hours of notification of the final inspection or clearance failure. Failure to provide employees on a timely basis may result in the remaining work being given to another company to finish with the extra costs being deducted from the original contract price.

In the event of a final inspection failure, Contractor shall be liable for the actual cost of the inspection, deductible from any payments due Contractor. In the event of a dust wipe clearance failure, Contractor shall be liable for the actual cost of any follow-up testing and the analysis cost of any follow-up samples, deductible from any payments due Contractor.

The contractor shall be liable for any liquidated damages specified in the Contract resulting from any delays in the completion of the Work due to failure of final inspections or dust wipe clearances, deductible from any payments due Contractor.

**XXXIII. Exterior Work**

Contractor may only use properly licensed and trained lead supervisors and lead workers for exterior abatement. When conducting exterior interim controls or Essential Maintenance Practices or any other activity that disturbs exterior paint, Contractor may not use any workers that have not attended either the Vermont Essential Maintenance Practices training or OSHA 8 hour lead in construction training. Contractor shall follow all precautions required in the Vermont Regulations for Lead Control for exterior work. In addition, Contractor shall HEPA vacuum and clean all exterior horizontal surfaces and all window wells. Surfaces should be dry before priming or repainting. Unless otherwise specified, only oil-based primers may be used. Refer to specifications for any additional program requirements.

Following the completion of the work, the Lead Program shall conduct a visual inspection and take dust wipe samples on selected exterior horizontal surfaces and window wells. In the event that Work fails a final inspection or dust wipe clearance thresholds on the sampled surfaces, Contractor shall re-clean the work areas at Contractor's expense. Contractor shall be responsible for re-cleaning until the surfaces passes a final visual inspection and dust wipe clearance thresholds.

**XXXIV. Contract Close-out**

Following completion of the Work, Contractor shall provide to Owner, in addition to the final requisition for payment, the following documents:

- Proof of Appropriate Disposal of Construction and Hazardous Waste
- Waiver of Liens (if required by owner or funding/financing sources)
- Copies of all records and reports required by the Vermont Department of Health

**Failure to provide these documents will be a basis for withholding final payment.**