

## **PROPERTY OWNER/REHAB CONTRACTOR CONTRACT ADDENDUM FOR REDUCTION OF LEAD PAINT HAZARDS**

### **Article I - Contract Document**

This document shall be attached to the Property Owner/Rehab Contractor Contract and is hereby incorporated therein. In the event of a conflict among contract documents, the provisions in this addendum shall prevail over all others.

### **Article II – Scope of Services**

All lead-based paint activities performed, including waste disposal, shall be in accordance with applicable Federal, State, or local laws, ordinances, codes or regulations governing evaluation and hazard reduction. In the event of discrepancies, the most protective requirements prevail. These requirements can be found in: OSHA 29 CFR 1926-Construction Industry Standards, 29 CFR 1926.62-Construction Industry Lead Standards, 29 CFR 1910.1200-Hazard Communication, 40 CFR Pt.261-EPA Regulations, HUD Title X parts 1012-1013.

The use of paint containing more than 0.06 percent dry weight of lead on any interior or exterior surface is prohibited.

The level of lead hazard reduction is determined by the level of federal assistance. That calculation is attached to this contract as Exhibit A and incorporated herein. For work up to and including \$5,000, safe work practices must be used for all rehabilitation activities, and paint disturbed during the work must be repaired. For work over \$5,000 up to and including \$25,000, interim controls must be performed on the hazards identified by the risk assessment and paint disturbed during the rehabilitation must be repaired **or** standard treatments must be carried out for the entire unit. For work over \$25,000, surfaces painted with lead-based paint that are disturbed during rehabilitation and hazards identified by the risk assessment all must be abated. Interim controls may be performed on exterior surfaces if those surfaces are not undergoing rehabilitation.

### **Article III – Worker Protection and Prohibited Methods**

Workers shall be provided with a pre-employment physical to determine blood lead level and ability to wear appropriate respirator protection. Workers shall also be provided with a changing area equipped with washing facilities and protective clothing. All safe work practices shall be used.

The following methods shall not be used to remove paint that is, or may be, lead-based paint:

1. Open flame burning or torching;
2. Machine sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control;
3. Abrasive blasting or sandblasting without HEPA local exhaust control;
4. Heat guns operating above 1100 degrees Fahrenheit or charring the paint;
5. Dry sanding or dry scraping, except dry scraping in conjunction with heat guns or within 1.0 ft. (.030m.) of electrical outlets, or when treating defective paint spots totaling no more than 2 sp. Ft. (0.02 sq. m.) in any one interior room or space, or totaling no more than 20 sq. ft (2.0 sq. m.) on exterior surfaces; and
6. Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with regulations of the Consumer Product Safety Commission and/or a hazardous chemical in accordance with the Occupational Safety and Health Administration regulations.

#### **Article IV – Records**

Records must be kept of each evaluation, clearance or hazard reduction report for at least three years.

#### **Article V – Fines**

The Contractor is fully responsible for the means and methods of executing the scope of work. Therefore, the Contractor and Subcontractor agree to hold the Owner and the City harmless in the event of any fines from federal or local agencies controlling the lead hazard reduction work. The Contractor or Subcontractor agree to immediately (within 30 days) satisfy any and all fines or judgments presented by OSHA, EPA, the local or state health department, the state office of lead hazard control and any other governmental agency having jurisdiction over the lead hazard reduction work.

#### **Article VI – Worker Training**

All workers involved in lead hazard reduction activities must either be supervised by an EPA or State of Tennessee Abatement Supervisor or have received HUD-approved training in lead-safe work practices prior to commencement of work.

#### **Article VII – Occupant Protection During Lead Hazard Reduction**

The Contractor shall provide the City with a copy of the written Occupant Protection Plan as required by 40 CFR Pt. 745.

Actions must be taken to protect occupants from lead-based paint hazards if the units will not be vacant during the rehab project. Occupants may not enter the work site during the lead hazard reduction activities. Reentry is permitted only after such activities are completed and the units have passed a clearance examination. Occupants of the unit do not have to be relocated under the following circumstances:

1. Rehab work will not disturb lead-based paint or create lead-contaminated dust;
2. Hazard reduction activities can be completed within one 8 hour daytime period and the work site is contained to prevent safety, health or environmental hazards;
3. Exterior-only work is being performed where the windows, doors, ventilation intakes and other openings near the work site are sealed during hazard reduction activities, and cleaned afterward, allowing for a lead-safe entry to be maintained;
4. Hazard reduction activities will be completed within 5 calendar days and the work area is sealed, the area within 10 feet of the containment area is cleaned each day, occupants have safe access to sleeping areas, bathroom and kitchen facilities; and occupants are not permitted into the work sites until after clearance has been achieved.

#### **Article VIII – Temporary Relocation During Lead Hazard Reduction**

If occupied units are to undergo more extensive lead hazard reduction activities, the occupants must be temporarily relocated. Most often, furniture and occupant belongings can be covered and sealed with protective plastic sheeting, although storage of major furniture and removal of all small furnishings during the hazardous materials reduction work may sometimes be necessary. The Owners/Occupants are responsible for carefully packing all breakables, removing all clothing from closets, and protecting any personal property. During the hazard reduction work, only workers trained in lead hazard reduction may enter the work site. This means that neither owners nor occupants are permitted to return to the work site during the day or at night. If the Owner/Occupant has special needs to re-enter the site, the City must be contacted. Only when the unit has been cleaned to the federally-mandated standards and passed a clearance examination is it safe and permissible for the Owner/Occupant to return to their home. The City will notify the Owner/Occupant with an Authorization for Re-Occupancy. If work is done in stages, interim dust lead clearance must be obtained prior to re-occupancy by the owners or occupants and other non-lead related rehabilitation workers. Final lead dust clearance must be repeated following the rehabilitation work to verify that the residence is free of lead hazards.

If needed, there shall be an allowance for relocation costs of \$\_\_\_\_\_ per week for owner occupants. The Federal Uniform Relocation Act for temporary relocation costs will apply when tenants are required to relocate. Payment will be made once

costs/expenses are verified. The total allowance has been made part of this contract and based upon the time designated in the bid for lead hazard removal.

#### **Article IX – Worksite Preparation and Containment**

The worksite shall be prepared to prevent the release of leaded dust, and contain lead-based paint chips and other debris from hazard reduction activities within the worksite until they can be safely removed. Practices that minimize the spread of leaded dust, paint chips, soil and debris shall be used during worksite preparation.

All objects that cannot be moved (cabinets, appliances, built-in furniture) shall be covered with plastic sheeting at least 6 mils thick taped securely in place. Floors in the worksite shall also be covered with plastic sheeting at least 6 mils thick sealed with tape.

#### **Article X – Cleaning Up and Clearance**

The contractor shall keep the premises clean and orderly during the course of the work and all debris shall be removed on a continuous daily basis and not be allowed to accumulate.

All exposed interior surfaces shall be cleaned using a HEPA vacuum and wet washed with a detergent solution and clean water rinse to reduce the lead content.

Clearance may not be performed sooner than one hour after completion of the final cleanup. Clearance dust sampling is for settled leaded dust and is a two-phase process. The initial clearance evaluation is a Visual Examination done by the City followed by “environmental sampling” for leaded dust.

1. The visual examination determines that the work on all interior and exterior surfaces to be treated was completed, that there are no deteriorated paint surfaces, and that no visible settled dust or debris is present in interiors and within 10 feet of exterior walls if exterior work was performed.
2. Environmental sampling involves dust sampling on the interior work area. The clearance examiner may decide that exact sampling scheme based on the type of treatment(s), visual observation, and professional judgment.
3. Clearance samples must determine the lead dust levels of the work site prior to re-occupancy.
4. Clearance must be performed by an individual who is independent from the Contractor hired to do the work. The following dust lead clearance thresholds must be met:
  - a. Floors - 40  $\mu\text{g}/\text{ft}^2$
  - b. Interior window sills – 250  $\mu\text{g}/\text{ft}^2$
  - c. Exterior window troughs – 400  $\mu\text{g}/\text{ft}^2$
5. Clearance must be performed by an EPA or State certified Risk Assessor, Lead Paint Inspector or a Clearance Technician.
6. If a component, such as a floor, fails the clearance dust standard, the floor in the room that failed must then be re-cleaned. A clearance dust sample must then be taken. The first clearance cost was made part of the total cost of rehabilitation. All subsequent cleaning and clearances costs shall be the sole responsibility of the Contractor.

#### **Article XI – Handling of Lead Wastes/Disposal**

The Contractor is solely responsible for complying with federal and state requirements for the safe handling of lead wastes and the disposal thereof.

#### **Article XII – Owner Responsibilities**

Owners shall provide utilities, sanitary facilities, and fire insurance.

Owners shall be responsible for monitoring potential hazards, repairing damaged surfaces, and maintaining the property to prevent hazards from occurring after occupancy.

IN WITNESS WHEREOF, the parties hereto execute this Addendum to the Contract

**Contractor:**

**Acceptance by Owner:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature of contractor

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Witness:**

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