



# Town of Cicero Department of Housing

---

## Homeowner Rehabilitation Contractor's Manual

Larry Dominick – Town President  
Tom M. Tomschin, MPA – Executive Director

## TABLE OF CONTENTS

---

A.	DEFINITIONS	2-7
B.	GENERAL CONDITIONS	8-16
C.	MINIMUM CONSTRUCTION STANDARDS	
	1. INTRODUCTION	17
	2. SITE IMPROVEMENTS	17-18
	3. EXTERIOR SURFACES	18-20
	4. FOUNDATIONS AND STRUCTURES	20
	5. WINDOWS AND DOORS	20-21
	6. ROOFING	21-22
	7. INSULATION AND VENTILATION	22
	8. INTERIOR STANDARDS	23-24
	9. ELECTRIC	24-25
	10. PLUMBING SYSTEM	25-26
	11. HVAC	27
D.	CONTRACTOR STANDARDS	
	1. INTRODUCTION	28
	2. STANDARDS FOR QUALIFICATION	28-29
	3. STANDARDS FOR DISQUALIFICATION	29-30
	4. GENERAL REQUIREMENTS	30
E.	LEAD-BASED PAINT	31
	ATTACHMENT A - Specifications	
	ATTACHMENT B - Pre-Construction Conference	
	ATTACHMENT C - Requirements for Lead Inspector, Risk Assessor, Worker, Supervisor and Contractor Licensing	
	ATTACHMENT D - Who is Qualified to Perform Lead Hazard Reduction Work	
	ATTACHMENT E - Contractor Information Form (CIF)	
	ATTACHMENT F – OSHA Written Compliance Plan	

## A. DEFINITIONS

---

The following words are commonly used in the Contractor Manual. Their meaning is as follows:

- **Abatement** – any set of measures designed to permanently eliminate lead-based paint or lead-based paint hazards (see definition of “permanent”).  
Abatement includes:
  - The removal of lead-based paint and dust-lead hazards, the permanent enclosure or encapsulation of lead-based paint, the replacement of components of fixtures painted with lead-based paint, and the removal or permanent covering of soil-lead hazards: and
  - All preparation, cleanup, disposal, and post abatement clearance testing activities associated with such measures.
- **Abatement Contractor** – (AC) the entity responsible for performing the work in this section, with the training and accreditation to competently perform the work. This entity will obtain and maintain any licenses required for work in this section.
- **Act** - the Lead-Based Paint Poisoning Prevention Act, as amended, 42 U.S.C. 4822 et seq.
- **Add/New** – Provide new item, install, connect, and fasten.
- **Bare soil** – soil or sand not covered by grass, sod, other live ground covers, wood chips, gravel, artificial turf, or similar covering.
- **Certified** – licensed or certified to perform such activities as risk assessment, lead-based paint inspection, or abatement supervision, either by a State or Indian tribe with a lead-based paint certification program authorized by the Environmental Protection Agency (EPA), or by the EPA.
- **Chewable surface** - an interior or exterior surface painted with lead-based paint that a young child can mouth or chew. A chewable surface is the same as an “accessible surface”. Hard metal substrates and other materials that cannot be dented by the bite of a young child are not considered chewable.
- **Clearance examination** – means the activity of taking dust wipe samples after completion of mitigation or abatement activities for the purpose of determining compliance with the Department’s standard for lead dust levels or horizontal surfaces of less than 200 micrograms per square foot and below 40 micrograms per square foot (ug/sf) on floors.
- **Common area** – a portion of a residential property that is available for use by occupants of more than one dwelling unit. Such an area may include, but not limited to, hallways, stairways, laundry and recreational rooms, playgrounds, community centers, on-site day care facilities, garages and boundary fences.
- **Competent person** – an individual trained and capable of identifying existing and predictable lead hazards. This person must have the authority to take measures to eliminate these hazards.
- **Component** – an architectural element of a dwelling unit or common area identified by

type and location, such as a bedroom wall, an exterior windowsill, a baseboard in a living room, a kitchen floor, and interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an interior wall.

- **Composite sample** – a collection of more than one sample of the same medium (e.g., dust, soil or paint) from the same surface (e.g., floor, interior window sill, or window trough), such that multiple samples can be analyzed as a single sample.
- **Containment** – the physical measures taken to ensure that dust and debris created or released during lead-based paint hazard reduction are not spread, blown or tracked from inside to outside of the worksite.
- **Contractor** – The registered entity responsible for all labor, materials, equipment and services.
- **Deteriorated paint** – any interior or exterior paint or other coating that is peeling, chipping, chalking or cracking, or any paint or coating located on an interior or exterior surface or fixture that is otherwise damaged or separated from the substrate.
- **Dry sanding** – sanding without moisture and includes both hand and machine sanding.
- **Dust-lead hazard** – surface dust that contains a dust-lead loading (area concentration of lead) at or exceeding the levels promulgated by the EPA pursuant to section 403 of the Toxic Substances Control Act.
- **Dwelling unit** – (1) Single family dwelling, including attached structures such as porches and stoops; or (2) Housing unit in a structure that contains more than 1 separate housing unit, and in which each such unit is used or occupied, or intended to be used or occupied, in whole or in part, as the home or separate living quarters of 1 or more persons.
- **Encapsulation** – application of a covering or coating that acts as a barrier between the lead-based paint and the environment and that relies for its durability on adhesion between the encapsulant and the painted surface, and on the integrity of the existing bonds between paint layers and between the paint and the substrate. Encapsulation may be used as a method of abatement if it is designed and performed so as to be permanent. (See definition of “permanent”)
- **Enclosure** – use of rigid, durable construction materials that are mechanically fastened to the substrate in order to act as a barrier between lead-based paint and the environment. Enclosure may be used as a method of abatement if it is designed to be permanent (see definition of “permanent”)
- **Environmental Consultant** – (EC) inspects the job site, performs environmental monitoring, and acts as Environmental Project Manager on behalf of the Town of Cicero or its agents on the project.
- **Environmental Project Manager** – (EPM) EC to perform environmental monitoring and act on behalf the Town of Cicero or its agents on the project.
- **Evaluation** – a risk assessment, a lead hazard screen, a lead-based paint inspection, paint

testing, or a combination of these to determine the presence of lead-based paint hazards or lead-based paint.

- **Friction surface** – an interior or exterior surface that is subject to abrasion or friction, including, but not limited to, certain window, floor, and stair surfaces.
- **General Contractor** – (GC) the entity responsible for performing the complete scope of work in the Documents. The GC may elect to self-perform or subcontract out any portion of the work. If the GC acts as the AC, it must have the same credentials, training, accreditations and licenses required by the AC.
- **Hazard reduction** – measures designed to reduce or eliminate human exposure to lead-based paint hazards through methods including interim controls or abatement or a combination of the two.
- **HEPA vacuum** – a vacuum cleaner device with an included high-efficiency particulate air (HEPA) filter through which the contaminated air flows, operated in accordance with the instructions of its manufacturer. A HEPA filter is one that captures at least 99.97 percent of airborne particles of at least 0.3 micrometers in diameter.
- **IDPH** – the Illinois Department of Public Health.
- **Impact surface** – an interior or exterior surface that is subject to damage by repeated sudden force, such as certain parts of doorframes.
- **Interim controls** – a set of measures designed to reduce temporarily human exposure or likely exposure to lead-based paint hazards. Interim controls include, but are not limited to, repairs, painting, temporary containment, specialized cleaning, clearance, ongoing lead-based paint maintenance activities, and the establishment and operation of management and resident education programs.
- **Interior windowsill** – the portion of the horizontal window ledge that protrudes into the window sash when the window is closed. The interior windowsill is sometimes referred to as the window stool.
- **Lead Abatement Supervisor** – means any person employed by a lead abatement contractor and licensed by the Department to perform lead abatement and mitigation and supervise lead abatement workers who perform lead abatement and mitigation. (“Lead Abatement Supervisor” was formerly called “Lead Abatement Contractor/Supervisor.”)
- **Lead-based paint** – paint or other surface coatings that contain lead equal to or exceeding 1.0 milligram per square centimeter or 0.5 percent by weight or 5,000 parts per million (ppm) by weight.
- **Lead-based paint hazard** – any condition that causes exposure to lead from dust-lead hazards, soil-lead hazards, or lead-based paint that is deteriorated or present in chewable surfaces, friction surfaces, or impact surfaces, and that would result in adverse human health effects.
- **Lead-based paint inspection** – a surface-by surface investigation to determine the

presence of lead-based paint and the provision of a report explaining the results of the investigation.

- **Lead Bearing Soil** – soil containing and amount of lead in excess of applicable guidelines.
- **Lead Bearing Substance** – any dust on surface or furniture or other non-permanent items and any paint or other surface coating material containing more than five-tenths of one percent (0.5%) lead by weight (calculated as lead metal) in the total non-volatile content of liquid paint, or lead bearing substances containing greater than one milligram per square centimeter or any lower standard for lead content in residential paint as may be established by federal law or regulation; or more than 1 milligram per square centimeter in the dried film of paint or previously applied substance.
- **Lead hazard screen** – a limited risk assessment activity that involves paint testing and dust sampling and analysis and soil sampling and analysis.
- **Lead Mitigation** – means the remediation of a lead hazard so that the lead bearing substance does not pose an immediate health hazard to humans. A lead hazard is deemed to have been mitigated if the surface that is the source of the lead hazard is no longer in a condition that produces a hazardous level of leaded chips, flakes, dust or any other form of leaded substances that can be ingested or inhaled by humans; or if the leaded surface is accessible to children the surface coating is covered or the access to the leaded surface by children is otherwise prevented.
- **Major lead abatement or mitigation** – means any abatement or mitigation activity that will result in the removal of windows, walls, floors, ceilings or exterior surfaces which may result in the creation of a hazardous level of leaded chips, flakes, dust or any other form of leaded substance that can be ingested or inhaled.
- **Minimum Construction Standards** – This manual applies to all work to be performed under the Spec Write-up, but does not apply to any items or structures which are not part of the Spec Write-up. It is the intent of the Minimum Construction Standards to establish a guideline for the manner of installation of several of the more common types of rehabilitation.
- **MSDS** - Material Safety Data Sheet, required by OSHA for any substances, which are toxic, caustic, or otherwise hazardous to workers.
- **Multifamily property** – residential property containing five or more dwelling units.
- **Occupant** – person who inhabits a dwelling unit.
- **Paint stabilization** – repairing any physical defect in the substrate of a painted surface that is causing paint deterioration, removing loose paint and other material from the surface to be treated, and applying a new protective coating or paint.
- **Paint testing** – process of determining, by a certified lead-based paint inspector or risk assessor, the presence or the absence of lead-based paint on deteriorated surfaces to be disturbed or replace.
- **Paint Removal** - method of abatement that permanently eliminates lead-based paint

from surfaces.

- **Painted surface to be disturbed** – paint surface to be scraped, sanded, cut, penetrated or otherwise affected by rehabilitation work in a manner that could potentially create a lead-based paint hazard by generating dust, fumes, or paint chips.
- **Permanent** - an expected design life of at least 20 years.
- **Plasticize** – to apply 6 mil plastic sheeting over surfaces or objects to protect them from contamination or water damage.
- **Play area** – area of frequent soil contact by children of less than 6 years of age, as indicated by the presence of play equipment (e.g. sandboxes, swing sets, sliding boards, etc.) or toys or other children’s possessions, observations of play patterns, or information provided by parents, residents or property owners.
- **Reevaluation** – visual assessment of painted surfaces and limited dust and soil sampling conducted periodically following lead-based paint hazard reduction where lead-based paint is still present.
- **Rehabilitation** – improvement of an existing structure through alteration, incidental additions or enhancement. Rehabilitation includes repairs necessary to correct the results of deferred maintenance, the replacement of principal fixtures and components, improvements to increase the efficient use of security devices.
- **Remove** – Erase, demolish, tear down, disconnect, restore area as applicable.
- **Repair** – To repair an existing item or structure to its proper condition and operation.
- **Replace** – To remove an existing item or structure and install a new item or structure that performs the same function.
- **Replacement** – strategy of abatement that entails the removal of building components that have surfaces coated with lead-based paint and the installation of new components free of lead-based paint.
- **Residential property** – dwelling unit, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, belonging to an owner and available for use by residents, but not including land used for agricultural, commercial, industrial or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways.
- **Risk assessment** – (1) an on site investigation to determine the existence, nature, severity, and location of lead-based paint hazards; and (2) The provision of a report by the individual or firm conducting the risk assessment explaining the results of the investigation and options for reducing lead-based paint hazards.
- **Risk Assessor** – means an individual who has been trained by a Department approved

training program to conduct risk assessments, sample for the presence of lead in dust and soil and conduct abatement clearance testing.

- **Soil-lead hazard** – bare soil on residential property that contains lead equal to or exceeding levels promulgated by the U.S. Environmental Protection Agency pursuant to section 403 of the Toxic Substances Control Act or, if such levels are not in effect, the following levels: 400ug/g in other areas with bare soil that that total more than 9 square feet (0.8 square meters) per residential property.
- **Standard treatments** – series of hazard reduction measures designed to reduce all lead-based paint hazards in a dwelling unit without the benefit of a risk assessment or other evaluation.
- **Substrate** – material directly beneath the painted surface out of which the components are constructed, including wood, drywall, plaster, concrete, brick or metal.
- **Target housing** – housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless a child of less than 6 years of age resides or is expected to reside in such housing for the elderly or persons with disabilities) or any zero-bedroom dwelling. In the case of jurisdictions, which banned the sale or use of lead-based paint prior to 1978, HUD may designate an earlier date.
- **Test** – Clean, adjust and test for performance. Inspect for damage and render operable.
- **Visual assessment** – looking for, as applicable: (1) Deteriorated paint; (2) Visible surface dust, debris and residue as part of a risk assessment or clearance examination; or (3) The completion or failure of a hazard reduction measure.
- **Wet Cleaning** – cleaning all surfaces with a phosphate-free lead dissolving detergent.
- **Wet sanding or wet scraping** – process of removing loose paint in which the painted surface to be sanded or scraped is kept wet to minimize the dispersal of paint chips and airborne dust.
- **Window trough** – area between the interior window sill (stool) and the storm window frame. If there is no storm window, the window trough is the area that receives both the upper and lower window sashes when they are both lowered.
- **Work Area** – areas where lead abatement or mitigation activities are conducted.
- **Worksite** – interior or exterior area where lead-based paint hazard reduction/mitigation activity takes place. There may be more than one worksite in a dwelling unit or at a residential property, whether or not they are numbered separately.



## **B. GENERAL CONDITIONS**

---

### 1. CONTRACT DOCUMENTS

- a. **Defined:** The Contract Documents shall consist of, but is not limited to, the Property Owner/Rehab Contractor Contract (herein called Contract or Agreement), Spec-Write-Up, Plans (Drawings), Addendums, Alternates, Code Violation Notice, Contractor's Bid, Department of Housing Contractor Manual, and any other documents listed in this Contract and Modification issued after the execution of this Contract.
- b. **Include:** The intent of these documents is to include all labor, materials and services of every kind necessary for the proper execution of the work, and the terms and conditions of payment thereof.
- c. **Administration:** The contract document will be administered as comprising one general contract and each document will be construed equally with all other documents.
- d. **Notice to Proceed:** The contractor must not begin work prior to receiving a "Notice to Proceed."

### 2. THE PROPERTY OWNER (herein called Owner)

- a. **Definition:** The Owner is the person or entity identified as such in the Property Owner/Rehab Contractor Contract.
- b. **Owner's Right to Stop the Work for Corrections:** The Owner may order the Contractor to stop the Work if the Contractor fails to carry out Work in accordance with the provisions of the Contract Documents. The order must be in writing, signed by the Owner and sent by certified mail and remains in effect until the cause of the order is eliminated.
- c. **Owner's Right to Carry Out the Work:** The Owner may elect to correct Work if the Contractor fails to commence correction of deficiencies within fourteen (14) days after receipt of the Owner's written notice. A Change Order shall be issued to account for the cost of such work, and that amount will be deducted from the Contract Price.

### 3. CONTRACTOR

- a. **Definition:** The Contractor is the person or entity identified as such in the Property Owner/Rehab Contractor Agreement.
- b. **Review of Contract Documents and Field Conditions:** The Contractor shall carefully study and compare the Contract Documents and verify field conditions. Errors, omissions or inconsistencies in the Contractor Documents that are discovered as a result of these investigations and study are to be reported to the Department of Housing prior to execution of a contract or within 24 hours of discovery.
- c. **Supervision:** The Contractor is solely responsible for the construction methods, sequence of work, procedures and coordination of the Work. The Contractor shall supervise and direct the Work with the attention and skill required, and is responsible to the Owner for the acts and omissions of any persons performing portions of the Work.

The Contractor is responsible for the order, discipline and safety of the workers on the site. The Contractor shall not permit the employment of workers unfit or unskilled in tasks assigned them.

4. DEPARTMENT OF HOUSING

- a. Definition: The role of the Department of Housing is one of lender, facilitator, mediator and interpreter of the Contract Documents. As such, the Department of Housing represents neither the Owner nor the Contractor nor is the Department of Housing the agent of either party.
- b. Duties of the Department of Housing: The Department of Housing will, as the need arises issue bulletins to clarify the intent of the Contract Documents and prepare Change Orders when modification of the Contract Documents is necessary. The Department of Housing will inspect the Work in progress periodically to insure its conformance with the Contract Documents. The Department of Housing will communicate the results of these inspections to both the Owner and the Contractor and will advise each of any action required. Based on these inspections, the Department of Housing will review payment requests executed between the Owner and Contractor, certify the amounts due the Contractor and submit them for payment according to the terms of the Contract. The Department of Housing does not warrant the work of the Contractor. Satisfactory inspections are not a release of claims against the Contractor for non-conforming work.

5. PRE-BID INSPECTION

- a. Inspection Requirement: The Contractor should have visited the site and examined all structures located thereon. The Spec-Write-Up shall be compared with the existing field conditions. The Contractor shall be responsible for all unusual conditions or deviations, which exist at the time of his/her examination, and these should have been noted and reflected in his/her bid price.
- b. Verification of Measurements: No extra compensation will be allowed because of differences between actual measurements and dimensions shown on the Work-Item List.
- c. Omitted Items: During course of repairs, the Contractor shall notify the Department of Housing of any condition or repair not covered in the Spec-Write-Up, which is necessary for satisfactory completion or basic building code compliance. Defects that become evident as the work progresses shall be reported, not concealed.

6. INDEMNIFICATION OF OWNER AND DEPARTMENT OF HOUSING

- a. The Contractor shall indemnify and save harmless the Owner from liability for any injury or damages to persons or property resulting from his work under the Contract.
- b. Indemnification and Hold Harmless: The Contractor shall indemnify, keep and save harmless the Town of Cicero, or any of its agents, officials or employees, against all suits or claims that are alleged to have occurred in the course of the performance of this Contract or by the Contractor, or its employees; and the Contractor shall, at its own expense, pay all charges of attorneys and all costs or other expenses arising there from shall be rendered against the Town of Cicero in any such action. The Contractor shall, at its own expense, satisfy and discharge the same.

- c. Non-liability: The Owner and Contractor agree that they are the sole parties to this contract and are solely responsible for its performance. The parties agree that neither Community Development nor the United States Department of Housing and Urban Development assumes any liability or responsibility whatsoever for the performance of any terms of this Contract.
- d. Fines and Penalties: The Contractor has full selection and control over the method and means of execution of the work. Therefore, the Contractor agrees to pay for all fines and judgments levied by government agencies, regional or federal, with regards to execution of the work including but not limited to OSHA, EPA, the Clean Water Act, local health laws and federal requirements for the reduction of lead in housing. In cases where Federal or State law so requires, workers must be certified in lead abatement practices and be supervised by a Certified Lead Supervisor.

#### 7. PERMITS/CODES/FEES

Strict Compliance: The Contractor shall obtain and pay for all permits required in the Spec-Write-Up and necessary for the completion and execution of the work. Evidence of permits shall be made available to Community Development upon demand. The Contractor shall also have all necessary licenses required by local ordinance or state law to complete any and all work. Strict compliance with Town Codes and Ordinances along with state and federal laws shall be observed in all phases of the work. The Contractor shall perform all work in conformance with applicable local codes and ordinances whether or not covered by the Spec-Write-Up and Drawings for the work. The Contractor will be responsible for making sure that Sub-contractors have all necessary permits and licenses.

#### 8. FINANCING REQUIREMENTS

- a. Right of Rescission (applicable in Owner occupied projects): The Contractor is hereby notified that this Contract is subject to Right of Rescission and that the Owner shall have until midnight of the third business day following the signing of the Contract Documents to rescind this Contract without penalty. The Contract upon the Owner's decision shall become null and void, and the Contractor shall return the executed Contract to the Owner without delay on notice to him/her of the decision.
- b. Escrowing of Funds: The Owner will escrow additional funds needed for construction and associated costs through Community Development.

#### 9. CONSTRUCTION BY SEPARATE CONTRACTS

- a. Contractor and Owner agree not to enter into any formal or informal contracts to perform additional work or modify the contract during Community Development's involvement. Additional work may be performed after the final acceptance of all work under the direction of Community Development.
- b. The owner agrees not to start or engage in any other additional work not included in the Spec-Write-Up until successful completion of this contract.

#### 10. SUB-CONTRACTORS

- a. Subcontractor List: The Contractor shall submit in writing to Community Development

a statement listing all Sub-contractors, a list of suppliers to be used on subject project and a Job Cost Breakdown itemizing the cost of the work.

- b. Contractual Responsibility: Sub-contractors shall be bound by the terms and conditions of this contract insofar as it applies to their work but this applicability shall not relieve the Contractor, if such is awarded the contract from full responsibility to the Owner and Community Development for the proper completion of all work to be to be executed under the terms of this Contract, and the Contractor shall not be released from this responsibility by any sub-contractual Agreement he/she may make with others.
- c. Coordination: Each Sub-contractor is to examine the work done by other Sub-contractors to ascertain whether it is correct as to dimensions and locations, before proceeding to carry out their part of the contract, as each and every Sub-contractor will be held responsible for the accuracy of their branch of the work done.
- d. Warranty: Contractor agrees that all the warranties contained herein shall apply to all work performed under the contract, including that performed by any Sub-contractors.

#### 11. MATERIALS

- a. Manufacturer's Specifications: All work must be applied in accordance with the manufacturer's latest instructions. Any variation in these specifications and the manufacturer's instructions must be called to the attention of the CD Inspector.
- b. New Materials: All material installed shall be new (unless otherwise specified). All work is to be a finished product unless specified to the contrary.
- c. Replacement: Materials and/or workmanship failing to meet these requirements shall be replaced at the Contractor's expense. Acceptance of materials and/or workmanship by an authorized representative of the Owner prior to completion of the contract does not relieve the Contractor from the obligation to produce materials and/or workmanship in first class condition at the completion of the contract.

#### 12. PROJECT MEETINGS

Project meetings will be arranged as the need arises. The Owner, Contractor and Community Development shall participate in these meetings.

#### 13. TEMPORARY UTILITIES

- a. Occupied Buildings: The Owner shall provide the Contractors with service of water and electricity at no charge to the Contractor and during the cold weather season the Owner shall provide and maintain adequate heat in the working area. In occupied buildings, the utilities shall not be disrupted without the approval of the occupants.
- b. Un-occupied: The contractor shall provide any temporary utilities needed to perform work until permanent utilities can be activated. Activating permanent utilities shall become the direct responsibility of the Owner. All costs for temporary utilities will be born by the Contractor. All costs for activating and maintaining permanent utilities will be born by the Owner.

#### 14. JOB SITE RULES

Drug Free Workplace: No drugs or alcoholic beverages are to be allowed on the job site before, during, or after work hours.

#### 15. WORK IN OCCUPIED STRUCTURES

- a. Hours: Once the work commences, the Contractor shall have free access to all parts of the premises requiring work during weekday working hours from 8:00 A.M. to 5:00 P.M., unless otherwise agreed upon by the Owner and Contractor. Any weekend/holiday hours will be arranged between the Owner and Contractor.
- b. Shared Use of Site: Persons residing at the site during construction are to be consulted by the Contractor in determining work schedules and sequence of work. The Contractor is to take necessary and reasonable precautions to protect living quarters during operations. Protection of small or valuable furniture, furnishings, accessories, and personal belongings is not the responsibility of the Contractor unless specifically listed in the Spec-Write-Up. The Contractor, Owner and Community Development shall cooperate in the scheduling and sequencing of work by other contractors. The Contractor shall discuss any site related safety issues with the Owner prior to construction.
- c. Storage: The Contractor shall be responsible for the storage and safety of his own materials. The Owner assumes no liability whatsoever for any damaged or stolen material on the premises, where such has not been attached to the building. Any damage to, or loss by theft or vandalism of any material, appurtenance or appliance, after such has been attached to the building shall be the sole responsibility of the Owner.
- d. Contractor's Work Area: It shall be the Owner's responsibility to move furniture, rugs and remove excess debris/garbage to create open/clean working space for Contractors, unless so specified elsewhere in the Spec-Write-Up.

#### 16. PROTECTION OF WORK/PROPERTY/PERSONS

- a. Safety Precautions: The Contractor is responsible for implementing effective safety precautions on and around the Work site to protect workers and other persons who might be affected. The types of precautions include, but not limited to:
  - 1) Warning signs and barriers;
  - 2) Enforcing safety regulations and good work practices;
  - 3) Notifying owners and representatives of adjacent properties, utilities and public safety agencies of work posing a hazard;
  - 4) Controlling particles and fumes at their source;
  - 5) Identification of known pollutants and toxins, followed by appropriate action;
  - 6) Safe storage of materials and supplies;
  - 7) Maintaining means of extinguishing fires on site;
  - 8) Adequate warning systems and evacuation procedures;
  - 9) Protective materials and equipment typically associated with various portions of the Work, and;
  - 10) Maintaining first-aid supplies on the site.

- b. Weather Protection: It is the responsibility of the Contractor to:
  - 1) Protective Covers: Provide constant protection against rain, windstorms, frost or heat so as to maintain work, materials, apparatus and fixtures, free from injury or damage. At the end of day's work, the Contractor will cover work likely to be damaged.
  - 2) Notice: Protect work from damage during freezing weather. If low temperatures make it impossible to continue operations safely in spite of cold weather precautions, cease work and notify Community Development.
- c. Asbestos: The Contractor shall notify Community Development if the Work involves disturbing or removing surfaces that may have been coated or covered with asbestos. Community Development will advise the Contractor how to proceed through an Addendum or Change Order.
- d. Job Site Protection: Contractors and Sub-contractors shall cover all carpets, rugs and furniture in their working area with 6 mil plastic sheeting. No combustible materials or other fire hazards shall be left overnight or allowed to accumulate.
- e. Repairs: Repairs shall be made at no additional cost to the Owner to all surfaces damaged by the Contractor resulting from his work. Where repair of existing work is called for in the Spec-Write-Up, the feature (floor, wall, ceiling, door, window, or trim, excluding ornamentation) shall be replaced in "Equal to New Condition." Such patching and replacement shall be made to blend with existing work so that the patch or replacement will be inconspicuous after finishing.

## 17. CHANGES IN THE WORK

- a. Change Orders: Changes in the Spec-Write-Up may be accomplished after execution of the Contract and without invalidating the Contract by written Change Order. A Change Order is an agreement prepared by Community Development, signed by the Owner, the Contractor, and Community Development that modifies the work. It contains a description of the modification and the amount of the adjustment in the Contract Price. The Contractor may proceed with the change upon receipt of the written Change Order signed by the Owner and Community Development.
- b. Emergency Changes: A Contractor may perform work not included in the Contract Documents in order to remedy a condition that poses an immediate threat to persons or property. Work of this nature shall be carried out only to the extent of bringing the condition under control. The Owner and Community Development shall be notified immediately afterward. A Change order will then be negotiated and executed for the work performed and for work remaining, if any.
- c. Minor Changes (Field Order): The Owner or Community Development may verbally authorize minor changes in the work to prevent a delay in the progression of the work. These field orders may not involve a change in the Contract Price or be inconsistent with the intent of the Contract Documents.
- d. Changes Due to Unknown Conditions: The Contractor is not responsible for Changes in the work that are due to conditions that were not reasonably observable or conditions that have changed. In such cases, the Contractor shall notify the Owner and

Community Development, and a Change Order will be negotiated.

#### 18. DELAYS AND EXTENSION OF TIME

- a. Schedule: A work schedule shall accompany each signed contract.
- b. Unforeseen Causes: Delays caused by strikes, acts of the Owner, by events and conditions not reasonably foreseeable and not the fault of the Contractor, will be reason for an extension of time commensurate with such period of delay.
- c. Request for Delivery Date Extension: No extension of time on account of delay due to unforeseen causes shall be granted if written application is not filed by the Contractor with the Owner and Community Development setting forth the reasons which is believed to justify the approval of the extension request. A written request for extension may not be made after the contract completion date. After the Contractor has filed a request for an extension of the completion allowance, Community Development shall notify the Contractor whether or not such extension shall be approved. If approved, the extended date shall then be considered as in effect the same as if it were the original date for completion.
- d. Liquidated Damages: In the event the Contractor does not complete the work within the period designated, the Contractor shall be reduced by the sum of Fifty Dollars (\$50.00) a day, as liquidated damages for each and every day of delay until the contract work is completed shall be liquidated damages deducted from the total amount of the payment due the Contractor under the Contract, which in essence will reduce the Contract amount.

#### 19. DISPUTES

- a. Mediation: The Owner and Contractor recognize the authority of Community Development to interpret the Contract Documents and in the event of a claim or dispute between the Owner and Contractor involving the work, Community Development will act as the Mediator. When performing the role of Mediator, Community Development will offer opinions and resolutions that are consistent with the intent of the Contract Documents and directed toward settling the claim or dispute, without partiality to either the Owner or the Contractor. The owner and contractor understand that they are not obliged to accept the mediation as binding. Mediation is offered as an attempt to resolve conflicts at the least possible cost of the owner and contractor.
- b. Claims and Disputes: Claims by either party must be made within 10 days after the claimant first recognizes the condition giving rise to the Claim. Claims must be made by written notice via Certified Mail to the other party. Claims and Disputes are not to interfere with the progression of work by the Contractor or the payments due the Contractor for its performance. Payment may be withheld only for the portion of Work that is under Claim.
- c. Arbitration: All claims, disputes and other matters in question arising out of, or relating to, this Contract or breach thereof, and except the claims which have been waived by the making or acceptance of the final payment shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree

otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed in writing with the other party to this Contract and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question, and in no event shall it be made after the date when institution of legal equitable proceedings based on such a claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

All claims, which are related to or dependent upon each other, shall be heard by the same arbitrator(s) even though the parties are not the same, unless a specific contract prohibits such consolidation.

## 20. WARRANTY OF CONSTRUCTION

- a. One Year Warranty: In addition to any other warranties set out elsewhere in the contract, the Contractor warrants that the work performed under this Contract conforms to the contract requirements and is free of any defect of equipment, material furnished or workmanship performed by the Contractor or any of his/her Subcontractors or suppliers at any tier. The warranty shall commence on the date of the final payment for a period of one (1) year, unless winter weather conditions prevent the completion of all work. In this instance a one (1) year warranty will be issued for all completed work on the date of the last payment for said work. A one (1) year warranty will then be issued on the date of the final payment for the remaining work once completed. Under this warranty, the Contractor shall remedy at his own expense any such failure to conform or any such defect. In addition, the Contractor shall remedy at his/her own expense any damage to owner-owned or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements. The Contractor's warranty with respect to work repaired or replaced hereunder will run for one (1) year from the date of such repair or replacement. The one (1) year warranty does not cover damage caused by the abuse or misuse by the Owner.
- b. Notice: The Owner or his representative shall notify the Contractor in writing via certified mail within a reasonable time after discovery of any failure, defect or damage covered. This notification must also be made prior to the one (1) year warranty anniversary date, as the Contractor is not responsible for failures, defects or damage not brought to their attention within the one (1) year warranty period.
- c. Owner's Rights to Repair: Should the Contractor fail to remedy any failure, defect or damage described above within a reasonable time after receipt of notice thereof, the Owner shall have the right to replace, repair or otherwise remedy such failure, defect or damage. It shall be the Owner's responsibility to secure reimbursement from the Contractor.
- d. Manufacturer's Warranty: The Contractor will assume responsibility for the delivery of all Sub-contractors guarantees and manufacturer's warranties on equipment



and materials to the Owner. The Owner will be responsible for seeking any remedy from manufacturer's or Sub-contractors for failure, defect or damage that is past the one (1) year warranty period but covered under a manufacturer's or Sub-contractors warranty.

- e. Owner's Furnished Items: Notwithstanding any other provision of this clause, unless such a defect is caused by the negligence of the Contractor or his/her Subcontractors or suppliers at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Owner or for the repair or damage which results for any such defect in owner-furnished material or design.
  - f. Latent Defects: The warranty specified herein shall not limit the Owner's rights under this Contract with respect to patent defects, gross mistake or fraud.
21. Progress Inspection: The Community Development Inspector, Project Designer, Local and State Inspector shall have the right to inspect the Work Site at all times and at the completion thereof. In addition, the final inspection may require a clearance test by a State Licensed Risk Assessor. Work area to be ready for clearance testing one (1) hour after work has been completed.

## C. MINIMUM CONSTRUCTION STANDARDS

---

### 1. INTRODUCTION

#### a. MISSION AND HOUSING VALUES:

Our Program's mission is to "eliminate neighborhood blight through renovation and demolition while providing lower income families with safe, secure and affordable homes."

The values that flow from this mission for this program are as follows:

- Performance and durability;
- Historically sensitive exteriors;
- Economic life cycle costs;
- Affordable operating costs;
- Balanced initial costs; and
- Lead-Safe Housing.

#### b. APPLICABLE LAWS AND REGULATIONS:

Our Program intends to construct and maintain homes in full compliance with the following statutory and regulatory requirements:

- Building Code: BOCA existing structures code 1994 edition.
- Housing Code: The local housing code.
- Federal Housing Code: Minimum Health and Safety Standards.
- HUD Lead-Based Paint Regulation (24CFR Part 35).
- Town of Cicero electrical, plumbing and HVAC codes.

Our Program shall seek guidance and strive to conform to the following codes if financial resources are available for a specific project:

- Energy: Model Energy Code.
- Accessibility: ANSI standards for handicapped accessibility.
- HAZMAT: (HUD) Guidelines for the Evaluation and control of Lead-Based Paint Hazards in Housing.
- Building Code: International Building Code 1-4 Unit Dwelling Code.
- Exceptions: On a case-by-case basis deviations from the minimum requirements of this standard will be permitted with approval of the Community Development Department.

### 2. SITE IMPROVEMENTS

#### SOIL TREATMENTS FOR LEAD HAZARDS:

Repair Standard: Interim standards -1 year- will require monitoring to ensure continued effective control methods. Replacement -20 years.

Play Areas: Bare soil play areas frequented by children under the age of six years shall be tested for lead content. Any bare soil over 400 mg/g of lead in lead shall be covered with a reinforced landscape cloth and impermanent surface covering e.g. gravel, bark, sod, or artificial turf containing not more than 200 mg/g of lead. Loose impermanent covering such as bark or gravel shall be applied in a thickness of not less than 6 inches.

Other Bare Soil: Bare soil outside of play areas shall be tested for lead content. Bare soil over 1000 mg/g of lead and totaling more than 9 square feet per property shall be covered with a reinforced landscape cloth or other impermanent surface covering containing not more than 200 mg/g of lead, an interim control measure which prevents children's access to the bare soil. Soil lead levels above 5000 mg/g of lead require abatement.

#### LANDSCAPING:

No landscaping is permitted. (Unless required as a lead hazard control method.)

#### GARAGES:

Repair Standard: Minimum Life: 5 years

Unsafe and blighted garages, will be removed if it is not financially feasible to complete the repairs required to make them structurally sound and leak free with lead hazards stabilized.

Replacement Standard: NA

No replacement of garages is allowed.

#### PAVING AND WALKS:

Repair Standard: Minimum Life: 5 years

Badly deteriorated, such as service walks, will be repaired to match.

Replacement Standard: NA

Essential walks and drives shall be replaced with concrete.

### 3. EXTERIOR SURFACES

#### EXTERIOR LEAD HAZARDS:

Repair Standard: NA

All exterior paint shall be stabilized using lead-safe practices.

Replacement Standard: NA

Leaded components shall be replaced or the paint removed to create a lead-free

exterior.

#### EXTERIOR STEP AND DECKS:

Repair Standard: Minimum Life: 5 years

Steps, stairways, and porch decks will be structurally sound, reasonably level, with smooth and even surfaces.

Replacement Standard: 20 years

New steps and stairways shall be constructed of pressure treated lumber. Porch decks shall be replaced with tongue and groove pine.

#### EXTERIOR RAILINGS:

Repair Standard: Minimum Life: 5 years

Handrails will be present on two sides of all interior and exterior steps or stairways with more than two risers, and around porches or platforms over 30" above ground level. Railing repairs will be historically sensitive.

Replacement Standard: Minimum Life: 10 years

Railings shall be wrought iron or pressure treated lumber.

#### EXTERIOR CLADDING:

Repair Standard: Minimum Life: 10 years

Siding and trim will be intact and weatherproof. All exterior wood components will have a minimum of two continuous coats of paint, and no exterior painted surface will have any deteriorated paint.

Replacement Standard: Minimum Life: 20 years

Historically sensitive vinyl siding over house wrap.

#### EXTERIOR PORCHES:

Repair Standard: Minimum Life: 10 years

Unsafe or unsightly porches will be repaired to conform closely to historically accurate porches in the neighborhood.

Porch repairs will be structurally sound, with smooth and even decking surfaces.

Replacement Standard: Minimum Life: 10 years

Deteriorated porches shall be rebuilt with pressure treated structural lumber and tongue and groove pine decks.

#### EXTERIOR HARDWARE:

Repair Standard: Minimum Life: 10 years

Replacement Standard: NA

Every dwelling unit will have a mailbox, or mail slot, and minimum 3" high address numbers at the front door.

#### 4. FOUNDATIONS AND STRUCTURE

##### FOUNDATIONS:

Repair Standard: Minimum Life: 20±years

Foundations will be sound, reasonably level, and free from movement.

Replacement Standard: NA

##### STRUCTURAL WALLS:

Repair Standard: Minimum Life: 15 years

Structural framing and masonry shall be free from visible deterioration, rot, or serious termite damage, be adequately sized for current loads. Prior to rehab, all sagging floor joists or rafters will be visually inspected and significant structural damage and its cause will be corrected.

Replacement Standard: NA

##### FIREWALLS:

Repair Standard: Minimum Life: 5 years

Party walls shall be maintained without cracks and plaster deterioration and covered with 5/8" type X gypsum, glued and screwed to studs.

Replacement Standard: Minimum Life: 10 years

When frame walls and floors adjoining other dwellings are gutted, new wall finish installations will conform to local requirements for fire ratings.

#### 5. WINDOWS AND DOORS

##### EXTERIOR DOORS:

Repair Standard: Minimum Life: 10 years

Doors shall be solid, weather-stripped, operate smoothly, and include a peep site, a dead

bolt, and an entrance lock set.  
Replacement Standard: Minimum Life: 10 years

All replacement doors at the front of the property will be historically sensitive. Dead-bolt locks will be installed on all doors.

#### WINDOWS:

Repair Standard: Minimum Life: 10 years

All single glazed windows shall be covered by a storm sash in which the meeting rail matches up with the prime window. Operable windows shall have a locking device and mechanism to remain partially open.  
Dilapidated lead-containing windows should be replaced whenever the budget allows.

Replacement Standard: NA

Double-glazed, double or single hung. PVC, low E, one over one, with historically sensitive snap-in grids and a minimum R-value 2.

#### WINDOW REPLACEMENT:

Repair Standard: NA

Replacement Standard: Minimum Life: 20 years

Bedrooms, kitchens and baths shall have one operable window with a screen.

#### INTERIOR DOORS/PLACEMENT:

Repair Standard: Minimum Life: 10 years

All bedrooms, baths and closets shall have well-operating doors.

Replacement Standard: Minimum Life: 10 years

Hollow core, pressed wood product with brass plated bedroom lockset.

## 6. ROOFING

#### PITCHED ROOFS:

Repair Standard: Minimum Life: 10 years

Missing and leaking shingles and flashing shall be repaired on otherwise functional roofs. Slate roofs shall be repaired when at all possible.

Replacement Standard: Minimum Life: 25 years

Fiberglass or asphalt, three-tab, class A shingles, weighing 260 lbs. with a pro-rated 25-year

warranty with standard breather type roof vents.

#### FLAT AND LOW SLOPE ROOFING:

Repair Standard: Minimum Life: 10 years

Built-up roofing, flashing and accessories shall be repaired whenever a 5-year leak free warranty is available from a certified roofing company.

Replacement Standard: Minimum Life: 10 years

### 7. INSULATION AND VENTILATION

#### INSULATION:

Repair Standard: NA

Replacement Standard: Minimum Life: 15 years

Attic areas and crawl space will be insulated. The goal for attic insulation is R38, and for crawl spaces R19. Frame walls will be insulated if the wall finish is removed. Plastic vapor barriers (6 mil) will be placed over bare soil in crawl spaces.

#### ATTIC VENTILATION:

Repair Standard: NA

Replacement Standard: Minimum Life 20 years

Attics will be ventilated with a minimum of 1 square foot of free vent for each 300 square feet of roof area.

#### KITCHEN VENTILATION:

Repair Standard: NA

Replacement Standard: Minimum Life: 5 years

Range hoods or exhaust fans shall be exterior ducted.

#### BATH VENTILATION:

Repair Standard: NA

Replacement Standard: Minimum Life: 5 years

Exterior ducted 70 CFM with separate switch in all full baths.

## 8. INTERIOR STANDARDS

### LEAD-CONTAINING COMPONENTS:

Repair Standard: NA

Deteriorated lead-based paint on walls, trim, doors, and cabinets must be stabilized using lead-safe work practices. As an alternative, a liquid encapsulant can be applied on such components when the surface is deemed suitable for such coatings.

Replacement Standard: At the owner's request, when funding is sufficient, lead-containing walls, trim, doors and cabinets identified during a lead-paint inspection can be replaced or enclosed as appropriate.

### FLOORING:

Repair Standard: Minimum Life: 3 years

Bathroom and kitchen floors shall be rendered smooth and cleanable using polyurethane or by being covered with water-resistant vinyl flooring or smooth and cleanable. Damaged wood floors will be repaired. Basement floors shall be continuous concrete.

Replacement Standard: Minimum Life: 6 years

Baths shall receive vinyl sheet goods over plywood underlayment. Kitchens shall be vinyl composition tile over plywood underlayment. New basement slabs shall be at least 3" thick and a 6-mil vapor barrier.

### CLOSETS:

Repair Standard: Minimum Life: 5 years

All bedrooms shall have closets with a door, clothes rod, and shelf.

Replacement Standard: Minimum Life 15 years

All bedrooms shall have 4' long by 2' wide closets with bi-fold doors and wire shelf.

### INTERIOR WALLS AND CEILINGS:

Repair Standard: Minimum Life: 5 years

All holes and cracks shall be repaired to create a continuous surface and any deteriorated paint shall be stabilized using lead-safe measures.

Replacement Standard: Minimum Life: 10 years

Walls shall be plumb, ceiling level with a smooth finish on at least 1/2" gypsum.

Additional Reference: American Gypsum Association



## HAZARDOUS MATERIALS:

Repair Standard: Minimum Life: NA

Asbestos and lead paint hazards, when identified, shall be addressed in conformance with applicable local, state, and federal laws. Rehabilitated properties shall be cleaned to pass a lead dust clearance test to the levels prescribed by HUD regulations.

## 9. ELECTRIC

### SERVICE:

Repair Standard: Minimum Life: 10 years

Main distribution panels shall have a main disconnect, at least 7 circuits, a 100 amp minimum capacity and be adequate to safely supply power to all existing and proposed electrical devices.

Replacement Standard: Minimum Life: 15 years

150 amp, main disconnect panel with at least 16 circuit breaker positions.

### EXTERIOR ELECTRIC:

Repair Standard: Minimum Life: 7 years

All entrances will be well lighted and either switched at the interior side of the door, or the light will be controlled by a photoelectric cell. Motion actuated security lighting will be installed at the rear and sides of properties where it will increase safety. All dwelling units will have at least one exterior, GFCI protected, electrical receptacle.

Replacement Standard: NA

### INTERIOR ELECTRIC DISTRIBUTION:

Repair Standard: Minimum Life: 7 years

Expose knob and tube shall be replaced. Every room will have a minimum of two duplex receptacles, placed on separate walls and one light fixture or receptacle switched at each room entrance. Where the source wiring is accessible (i.e. first floor above basements, in gutted rooms, etc.) receptacles will be grounded. All switch, receptacle, and junction boxes shall have appropriate cover plates. Wiring shall be free from hazard and all circuits shall be properly protected at the pane. Floor receptacles shall be removed and a metal cover plate installed.

Replacement Standard: Minimum Life: 15 years

When a room's wall finishes are removed it shall be rewired to the latest version of the

National Electric Code.

#### GROUND FAULT CIRCUITS:

Repair Standard: Minimum Life: 5 years

Replacement Standard: NA

Basement and kitchen receptacles within 6 feet of a sink, all bath receptacles and at least one exterior receptacle shall be protected by a GFCI.

#### KITCHEN ELECTRIC DISTRIBUTION:

Repair Standard: Minimum Life: 7 years

Replacement Standard: NA

Permanently installed stoves, refrigerators, freezers, dishwashers and disposals, washers and dryers shall have separate circuits sized to NEC. Two separate 20-amp counter circuits are required with each kitchen area.

#### STAIRWELL LIGHTING:

Repair Standard: Minimum Life: 7 years

Replacement Standard: NA

All common halls and stairways between living space must be well lighted with a fixture controlled by 3 way switches at both ends of the hall or stairway.

#### ALARMS:

Repair Standard: NA Minimum Life: NA

Replacement Standard: Minimum Life: 5 years

All fire and smoke detectors shall be installed in all sleeping floors.

### 10. WATER SYSTEM

#### WATER SUPPLY:

Repair Standard: Minimum Life: 5 years

All fixtures must be: supplied with 3-gallons/minute water flow.

Replacement Standard: Minimum Life: 20 years

All inoperable or leaky main shut off valves shall be replaced. Lead pipe and exposed galvanized pipe shall be replaced with copper pipe.

#### DRAIN, WASTE, VENT LINES:

Repair Standard: Minimum Life: 15 years

Waste and vent lines must function without losing the trap seal.

Replacement Standard: Minimum Life: 20 years

PVC replacement lines shall be installed in accordance with the most recently approved version of the mechanical code.

#### PLUMBING MINIMUM EQUIPMENT:

Repair Standard: Minimum Life: 7 years

Every dwelling shall have a minimum of one single bowl sink with hot and cold running water in the kitchen and at least one bathroom containing a vanity with a sink, and a shower/tub unit, both with hot and cold running water, and a toilet.

Replacement Standard: Minimum Life: 20 years

Additional References: Local housing code.

#### PLUMBING FIXTURES:

Repair Standard: Minimum Life: 7 years

All fixtures and faucets shall have all working components.

Replacement Standard: Minimum Life: 20 years

Single lever, metal faucets and shower diverters with 15-year drip-free warranty. Ceramic toilets, double bowl stainless steel sinks, fiberglass tub surrounds and steel enameled 5' tubs.

#### WATER HEATERS:

Repair Standard: Minimum Life: 5 years

Each dwelling unit shall have a gas-fired water heater. The minimum capacity for units with two bedrooms or less shall be 30 gallons; larger units shall have a minimum capacity of 40 gallons. Insulation jackets shall be present unless the installation poses a safety concern. Water heaters shall have pressure relief valves with drip legs that extend to within 6" of the floor.

Replacement Standard: Minimum Life: 8 years

High efficiency, gas-fired water heaters with at least R-7 insulation and an 8-year replacement warranty.

## 11. HVAC

### HEATING PLANT:

Repair Standard: Minimum Life: 10 years

Inoperative, hazardous or inefficient (less than 60% AFUE) heating plants shall be repaired and altered to perform at least 75% efficiency. Standard thermostat is required.

Replacement Standard: Minimum Life: 20 years

Gas-fired plants shall be rated at 80% AFUE. Standard thermostat is required.

### DISTRIBUTION SYSTEM:

Repair Standard: Minimum Life: 10 years

Duct work and radiator piping shall be well supported, insulated in unconditioned space and adequate to maintain 70°F measured 36" off the floor when the outside temperature is -5°F, (the average yearly minimum) in all habitable and essential rooms.

Replacement Standard: Minimum Life: 20 years

All ductwork shall be insulated to R-4, seams sealed and run in concealed space.

### CHIMNEY REPAIR:

Repair Standard: Minimum Life: 15 years

Unsound chimneys shall be repaired or removed. When chimneys are to be used to combustion ventilation, they shall be relined.

Replacement Standard: Minimum Life: 20 years

Fireplace flues may not be reconstructed in this program. Replacement furnace shall be metal double-or triple-walled recommended by the furnace manufacturer.

### AIR CONDITIONING:

Repair Standard: Minimum Life: 3 years

Air conditioning is beyond the scope of this program except in cases of documented medical need for cooling and/or preventative filtration.

## D. CONTRACTOR STANDARDS

---

### 1. INTRODUCTION

The Town of Cicero currently offers Programs that provide financial assistance to eligible property owners. The Programs are funded by the U.S. Department of Housing and Urban Development and are administered by the Housing Division of the Cicero Department of Planning & Community Development (CD).

The CD Department attempts to correct a variety of housing deficiencies and improve Cicero's housing stock through the various Housing Rehabilitation Programs.

### 2. STANDARDS FOR QUALIFICATION

Before rehabilitation can be undertaken in a professional manner, local rehabilitation contractors and skilled tradesmen must be identified and attracted to CD's rehabilitation programs. In keeping with CD's desire to have such work performed expeditiously and to the highest quality standards possible, it shall be CD's policy to have all rehabilitation work undertaken by reliable contractors and subcontractors.

In order to assist the homeowner in making a wise selection of a rehabilitation contractor, CD shall establish and maintain a current Contractor Listing of contractors who are qualified to perform and interested in performing Housing Rehabilitation activities under the provision of CD's Housing Rehabilitation Programs.

CD has the following standards for qualified contractors:

- a. The contractor must complete the Contractor Information Form (CIF). SEE ATTACHMENT A. CD will maintain a written record of licenses, permits, certifications, and registration, subcontractor, supplier, and customer references for each contractor. All verifications must be satisfactory.

ANY CONTRACTOR WHO SUBMITS AN INCOMPLETE CIF WILL NOT BE PLACED ON THE CONTRACTOR LISTING.

- b. All licensed lead contractors must be insured specifically for lead exposure. The contractor must provide proof of adequate liability insurance and worker's compensation coverage in the form of a Certificate of Insurance to the limits required by CD prior to being included on the Contractor Listing. In addition, the Town of Cicero, its officials and employees must be listed as additional insureds, and the Town of Cicero must be listed as certificate holder.
  - 1) Comprehensive General Liability \$1,000,000 minimum per occurrence and \$2,000,000 policy aggregate.
  - 2) Property Damage in an amount not less than \$50,000.
  - 3) Worker's Compensation Insurance.
  - 4) Illinois Statutory Requirements (Lead Abatement).
  - 5) Comprehensive Automobile Liability \$100,00 per person and \$300,000 per accident.
- c. All licensed general contractors must provide proof of adequate liability insurance and worker's compensation coverage in the form of a Certificate of Insurance to the limits required by CD prior to being included on the Contractor Listing.
  - 1) Comprehensive General Liability \$250,000 minimum per person and \$500,000 minimum per occurrence.

- 2) Property Damage in an amount not less than \$50,000.
- 3) Worker's Compensation Insurance.

For individual jobs in the amount of \$7,500.00 or less, the following limits are acceptable:

- 1) Comprehensive General Liability \$100,000 minimum per person and \$100,000 minimum per occurrence.
- 2) Property Damage in an amount not less than \$25,000.
- 3) Worker's Compensation Insurance.

- d. Community Development reserves the right to waive any and/or all insurance requirements.
- e. The contractor must be licensed and bonded with the Town prior to inclusion on the Contractor Listing.
  - The business license can be obtained from the Cicero Business License Department at 4937 West 25<sup>th</sup> Street, Cicero, Illinois at (708) 656-3600 ext. 267.
  - The bond is for \$10,000 and must be obtained from the contractor's insurance company. Further information can be obtained by contacting the Business License Department.
- f. The contractor must be in good standing with all federal, state and local agencies.
- g. The contractor must be judged to have an acceptable record of performance, financial resources and technical expertise to complete the job.

All contractors satisfactorily qualified by CD will be placed on the Contractor Listing. This list will be available to eligible homeowners who are looking for contractors to submit bid proposals on their job. Maintenance of the Contractor Listing shall be the exclusive responsibility of CD.

- h. All contractors must be qualified in safe work practices.

All contractors must comply with all requirements and procedures listed in the CD Contractor Manual.

### 3. STANDARDS FOR DISQUALIFICATION

Contractors whose names have been included on the Contractor Listing may be temporarily or permanently removed from the list for cause. Therefore, making them ineligible to bid on CD jobs. The Executive Director or designee will review the contractor's status and determine their disqualification for one or more of the following reasons:

- a. Failure to meet and qualification standard including but not limited to:
  - 1) Provision of false, misleading, or incomplete information;
  - 2) Inadequate construction experience or expertise;
  - 3) Written complaints/poor references from past customers;
  - 4) Missing appointments with a homeowner without notice;
  - 5) Poor workmanship
  - 6) Abandonment of a rehab job or failure to complete specified rehab activities within the specific time frames or a violation of contract start/completion date.
  - 7) Abuse of change order provisions;

- 8) The contractor's financial insolvency, or other condition that has resulted in a monetary loss to a homeowner or the Town of Cicero.
- 9) Failure to perform work in accordance with Work-Item-List;
- 10) Failure to comply with a contract provision
- 11) Failure to comply with the requirements and procedures listed in the CD Contractor Manual.
- 12) Failure to pay subcontractors in a timely manner.
- 13) Failure to respond to justifiable complaints of recipient homeowners concerning rehabilitation work performed.

b. Inability to secure or failure to maintain required insurance, bond, license or permits.

c. If, after fair process as provided in the contract, the homeowner terminates the contract, the terminated contractor may be disqualified by CD.

d. Disqualification by any federal, state or local agency.

e. Any contractor that implies to any homeowner that they are endorsed or recommended by any CD staff member or Town employee will be disqualified and therefore ineligible to perform any work under the Housing Rehabilitation Programs.

#### 4. GENERAL REQUIREMENTS

The following shall be adhered to by contractors while performing work for CD:

a. The contractor shall be required to maintain bodily injury and property damage insurance sufficient to cover both existing and completed operation and products in the required limits. The contractor shall also be required to furnish evidence of such comprehensive liability insurance, protecting both the property owner and the Town of Cicero.

b. The contractor shall be required to abide by all applicable federal, state and local regulations, including equal employment opportunity requirements and lead-based paint regulations, including 24CFR Part 35. For projects 12 units and over, the contractor must adhere to the Davis-Bacon Act and Federal Labor Standards.

## **E. LEAD-BASED PAINT SPECIFICATIONS**

---

The Contractor shall undertake the rehabilitation work in compliance with the applicable requirements of Federal Lead-Based Paint regulations, including 24 CFR part 35. In particular the Community Development Department shall, if the property was constructed before 1978, provide all owners, tenants and other occupants of the property with the Lead-Based Paint Notification and the contractor:

shall eliminate any lead-based paint hazards and provide the appropriate certification as required by 24 CFR 35.24, and

shall not use lead-based paint in the property for which the rehabilitation assistance is provided.

When removing lead paint from surfaces, hazards may arise from the lead paint itself that is being removed or from toxic materials used in the removal. Therefore, the residents of the home shall not be in the immediate area where the removal is taking place. Dust and chips shall be removed from the area following work each day.



## **ATTACHMENT A COMMUNITY DEVELOPMENT LEAD-BASED PAINT HAZARD REDUCTION**

### **PART 1 - GENERAL**

1.1 INTRODUCTION. The Illinois Department of Public Health regulations apply to all facilities occupied by children 6 years old or younger. The Illinois Department of Public Health inspects for, and regulates, lead contamination in all facilities. Mitigation or abatement of all interior and exterior lead-bearing substances are covered by these specifications.

1.2 DEFINITIONS: In addition to the terms listed below, all definitions in the laws and regulations listed in Section 1.5 are incorporated by reference, whether or not restated herein.

Abatement means the work area preparation, complete removal of lead-bearing substances, and cleanup of surrounding work area to prescribed levels of decontamination.

Abatement Contractor (AC) means the entity responsible for performing the work in this section, with the training and accreditation to competently perform the work. This entity will obtain and maintain any licenses required for the work in this section.

IDPH means the Illinois Department of Public Health.

Community Development (CD) is the Cicero Planning and Community Development Department having the role of lender, facilitator, mediator and interpreter of the contract documents.

Environmental Consultant (EC) inspects the job site, performs environmental monitoring, and acts as Environmental Project Manager on behalf of the Town of Cicero or its agents.

Environmental Project Manager (EPM) EC to perform environmental monitoring and act on behalf of the Town of Cicero or its agents on the project.

General Contractor (GC) means the entity responsible for performing the complete scope of work in the Documents. The GC may elect to self-perform or subcontract out any portion of the work. If the GC acts as the AC, it must have the same credentials, training, accreditations and licenses required by the AC.

HEPA Filter means a High Efficiency Particulate Air filter capable of trapping 99.97% percent of particles greater than 0.3 micrometers in mass median aerodynamic equivalent diameter.

Lead Abatement Contractor/Supervisor, hereinafter referred to as "supervisor" means any person who supervises lead abatement workers. This person must be trained, accredited, and licensed as required, and must also meet OSHA "competent person" criteria for lead abatement.

Lead-Based Paint means paints or coatings that are lead bearing substances.

Lead Bearing Soil means soil containing an amount of lead in excess of applicable guidelines.

Lead Bearing Substance means any dust on surfaces or furniture or other non-permanent items and any paint or other surface coating material containing more than five-tenths of one percent (0.5%) lead by weight (calculated as lead metal) in the total non-volatile content of liquid paint, or lead bearing substances containing greater than one milligram per square centimeter or any lower standard for lead content in residential paint as may be established by federal law or regulation; or more than 1 milligram per square centimeter in the dried film of paint or previously applied substance.

Environmental Consultant (MEC) means the entity with overall responsibility for the environmental program, including design, organization, direction, and control of the environmental program including investigations, assessments, designs, supervision of project management, and assignment of ECs.

Mitigation means work area preparation to repair lead-bearing substances to an intact state so that the lead bearing substance does not pose an immediate health hazard.

MSDS means Material Safety Data Sheet, required by OSHA for any substances, which are toxic, caustic, or otherwise hazardous to workers.

Plasticize means to apply 6 mil plastic sheeting over surfaces or objects to protect them from contamination or water damage.

Wet Cleaning means cleaning all surfaces with a phosphate-free lead dissolving detergent.

Work Area means areas where lead abatement or mitigation activities are conducted.

Work Site means the interior or exterior area where lead-based paint hazard reduction/mitigation activity takes place. There may be more than one worksite in a dwelling unit or at a residential property, whether or not they are numbered separately.

### 1.3 WORK INCLUDED

- A. The work includes all labor, equipment, materials, and supplies necessary to perform the Scope of work in the Documents by the procedures described herein. The contractor, by submitting a bid for the work, represents itself as knowledgeable and expert in the performance of the work, and includes all things usually and customarily necessary to provide a complete and finished job, whether specifically mentioned or not. Related work may be shown in other related documents prepared by others, if applicable and as listed below:
  - 1. 09900 - Finish Painting
  - 2. 09901 - Renovation Painting
  - 3. 09910 - Surface Preparation for Renovation Painting
- B. Clean-up of lead-bearing dust, flakes, and residues; mitigation or abatement of paint, architectural components, substrates, or other lead-bearing items listed in the Documents including pre-cleaning, moving of furnishings, establishing regulated areas, isolating the work areas, protection of adjacent surfaces, containment when required, cleanup and decontamination to the specified clearance levels, proper packaging and disposal of wastes, and all other steps necessary to complete the scope of work.

- C. Repair or replacement of damaged surfaces, fixtures, or furnishings to restore them to their pre-existing condition to the satisfaction of the Property Owner/CD.
- D. When the Documents include lead abatement items in the same spaces, they should be performed in the sequence and combinations that produce the most efficient results and the least amount of total waste. That sequence will generally be:
  - 1. Cleanup of lead dust, flakes, chips, and residues. If these lead wastes are mixed with asbestos debris, they must be disposed together as regulated lead waste.
  - 2. Removal of architectural components with lead-based paint still adhered, such as wood trim, doors, plaster, drywall, window frames, etc.
  - 3. Removal of non-friable asbestos materials from the exterior. If both asbestos and lead are on the same components, for example lead paint and asbestos-containing glazing compound, the components may be removed and disposed as construction debris as long as both the lead- and asbestos-bearing materials remain intact.
  - 4. Removal of lead-based paint, coatings, or surfacing material.
  - 5. Final cleanup and decontamination of the workspace. Final air clearance (asbestos) and wipe samples (lead) may be performed concurrently.
  - 6. When lead and asbestos final decontamination processes are combined, the more stringent cleanup procedures will apply for both.
  - 7. Waste disposal.
    - a. Classified waste: loose paint flakes, chips, and dust; lead cleaning and decontamination supplies; combined final decontamination supplies; contaminated soil; disposable suits, gloves, head covers, and foot covers; respirator, vacuum, or negative air machine filters; or other items likely to fail a TCLP or RCRA test.
    - b. Special waste: friable asbestos-containing waste materials and lead-contaminated waste that has passed TCLP or other RCRA tests.
    - c. Construction and demolition (C&D) debris: non-friable asbestos-containing waste materials (such as, but not limited to transite, flooring, mastics, packing, caulking); lead-bearing architectural components; cleaned poly sheeting from lead projects; concrete and lumber with or without tile or mastic attached; demolition debris, and other general wastes.
    - d. All lead-bearing wastes shall be disposed in an IEPA-approved landfill within the State of Illinois to accept lead-bearing waste materials.
- E. Compliance with all applicable laws, regulations, standards, and these specifications. In the case of a conflict, the contractor will comply with the most stringent.
- F. All licenses, accreditations, permits, notifications, reports, or other documents required by law, regulation, this specification, or the Documents.

1.4 SCOPE OF WORK. Refer to Environmental Scope forms included in Attachment A.

#### 1.5 LAWS, REGULATIONS, AND STANDARDS

- A. The following laws, regulations, and standards are incorporated by reference:
 

1. 410 ILCS 45	Illinois Lead Poisoning Prevention Act
2. 77.1.p.845	Illinois Lead Poisoning Prevention Code
3. 29 CFR 1926	US OSHA Construction Standards
4. 29 CFR 1926.62	US OSHA Lead Exposure In Construction; Interim Final Rule

- |    |                |  |
|----|----------------|--|
| 5. | HUD Guidelines | Lead Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing, Revised Chapters 5, 8, 9, 10, and 11 (June, 1996) |
| 6. | 40 CFR Part 61 | US EPA National Emissions Standards for Hazardous Air Pollutants (NESHAP)  |

#### 1.6 ASSESSMENT, MONITORING, TESTING, AND ANALYSIS

- A. The EC will perform inspection and testing services prior to the start of work. The EC will perform testing, inspection, and monitoring services during the work and upon its completion:
  - 1. Testing of coatings, soils, dust, and debris to determine the presence of lead or other hazardous substances. Test results will be included in the Documents/Spec-Write-Up.
  - 2. Wipe samples of surfaces in and around the work areas before and after completion of the work to determine residual lead levels on surfaces.
  - 3. Area air monitoring during the work to determine the airborne concentrations of lead inside and outside of the work area. The EC shall stop the work if airborne lead concentrations outside the work area exceed the OSHA Action Level of 30 micrograms per cubic meter of air ( $\mu\text{g}/\text{m}^3$ ) as an 8-hour time-weighted average. The work may re-start when the source of lead release has been identified and resolved, and corrective measures have been instituted to prevent recurrence.
- B. The Abatement Contractor shall perform:
  - 1. An Exposure Assessment prior to the start of the work to determine the requirements for respiratory protection and frequency of OSHA monitoring for each type of activity.
  - 2. Perform OSHA compliance air monitoring to determine exposures to its employees in accordance with OSHA 29 CFR 1926.62. Frequency of testing will comply with OSHA requirements for the anticipated and actual exposure levels.
- C. Credentials required for analysis of lead:
  - 1. Accreditation by AIHA or AALA; or
  - 2. Participation in the Environmental Lead Proficiency Analytical Testing (ELPAT) program; or
  - 3. Participation in the Proficiency in Analytical Testing (PAT) for metals analysis.

#### 1.7 SUBMITTALS

- A. The Abatement Contractor shall submit the following information to Community Development or EC:
  - 1. Courtesy Notification to the IDPH.
  - 2. Evidence that all contractor employees in the work areas are trained and accredited in accordance with OSHA, NESHAP, and EPA MAP requirements:
    - a. Initial training certificate.
    - b. Current Annual refresher training certificate.
    - c. Current IDPH lead license.
    - d. Current physician's written opinion
    - e. Current respirator fit test data.
  - 3. Copy of OSHA Exposure Assessment, if available.
  - 4. OSHA compliance air monitoring records generated during the project.
  - 5. Waste Shipment Records.
  - 6. Worker license and certification log.
  - 7. Material Safety Data Sheets (MSDS) for chemicals used on site.

8. Work Plan and Schedule.
9. Laboratory or analyst credentials and proficiency certificates for contractor samples.
10. AC shall retain records for 6 years:
  - a. name and address of the contractor who performed the project.
  - b. location of the project.
  - c. summary of abatement techniques used.
  - d. location of the disposal site for lead-based substances removed from the work site.
  - e. starting and completion dates of the lead abatement project.

## PART 2 - PRODUCTS

2.1 TOOLS and EQUIPMENT. All equipment shall at least conform to minimum industry standards.

### A. Equipment:

1. Negative Air Machines shall provide HEPA filtration and conform to ANSI Z9.2 fabrication criteria.
2. Respirators shall be NIOSH approved for use with lead, asbestos, or other contaminants anticipated in the work.
3. Contractor is fully responsible for complying with OSHA rules for other Safety equipment, such as hard hats, safety harnesses, eye protection, gloves, footwear, and any other safety devices used on the site.

### B. Tools:

1. Shovels and scoops shall be suitable for use in a plasticized containment. Plastic or rubber models are preferred, but metal shovels are acceptable when used with care to prevent damage to plastic sheeting and permanent surfaces. Appropriate tape may be applied to the leading edges to aid in plastic damage prevention.
2. Scrapers, wire and bristle brushes, utility knives and other hand tools shall be of good quality and suitable for the intended uses. The contractor shall keep an ample supply on hand for the completion of the work.
3. Power tools such as, but not limited to saws, pneumatic chisels, brushes, sanders, and needle guns shall be equipped with shrouds and HEPA-filtered local exhaust systems to capture released particles.

## 2.2 MATERIALS

A. Installed materials which become a part of the work such as, but not limited to, primers, paints, surfacing compounds, and other surface coverings or finishes shall be new unless specified otherwise, of good quality, non-lead-bearing, and shall conform with the respective reinstallation specification sections.

### B. Abatement materials

1. Plastic sheeting for all applications shall be 6 mil nominal thickness for all applications.
2. Tape shall be 2" or 3" tape suitable for joining plastic seams and attaching poly sheeting to surfaces.
3. Spray adhesives shall be non-flammable and free of methylene chloride solvents.
4. Chemicals used for LBP removal shall be free of methylene chloride solvents.
5. Disposal bags shall be 6 mil where used for single bagging, and minimum 4 mil where used for double bagging.
6. Disposable suits, hoods, and foot coverings shall be TYVEK or similar.

7. Solvents shall be compatible with any primers, paints, coatings, or other surfacing materials to be installed following their use.
8. Cleaning solutions shall cause lead to chelate, precipitate, or otherwise effectively release lead from surfaces. Cleaning solutions shall not leave residue on surfaces to be painted.

## PART 3 - EXECUTION

### 3.1 EMPLOYEE TRAINING, QUALIFICATION AND MEDICAL SCREENING

- A. Supervisors and Workers shall be trained, accredited, and licensed in accordance with IDPH rules.
  1. Contractor shall keep copies of licenses at the job site at all times.
  2. A licensed supervisor (competent person) shall be present at the work site at all times when work under this section is being conducted.
- B. Medical Screening shall be instituted for contractor's employees in accordance with paragraphs (j) and (k) of the OSHA rules, including (but not limited to):
  1. Biological monitoring for lead and zinc protoporphyrin (ZPP) for employees whose exposures to lead exceed the action level of  $30 \mu\text{g}/\text{m}^3$  for more than 30 days in a 12 month period; for employees exposed above the action level who request it; or as soon as possible if the employee develops signs or symptoms associated with lead intoxication or is pregnant. Monitoring shall be conducted at least every 2 months for the first 6 months, and every 6 months thereafter.
  2. Any employee whose blood lead level is at or above  $40 \mu\text{g}/\text{dl}$  (micrograms per deciliter) shall be monitored at least every two months until blood lead levels fall below  $40 \mu\text{g}/\text{dl}$ .
  3. Any employee whose blood lead level is at or above  $50 \mu\text{g}/\text{dl}$  shall be removed from the exposure.
  4. The OSHA rules provide employees specific medical and compensation rights in these instances.

### 3.2 PERMISSIBLE LIMITS

- A. Permissible Limits of lead in lead bearing substances. Substances with lead content below the following levels are not regulated and are not subject to the requirements of this section:
  1. 5,000 parts per million (ppm), or 0.5% lead by weight in any substance. However, note that OSHA regulations apply to any operation that releases lead into the air in concentrations in excess of the action level of  $30 \mu\text{g}/\text{m}^3$  (see ¶B.1. below), and the IDPH will require remedial action when dust contains greater than  $200 \mu\text{g}/\text{sf}$  (see ¶A.3 below) of surface area. Actions such as sandblasting, dry sanding, or other dry aggressive abrasive disturbances can generate lead concentrations greater than either of these limits on substances with lower lead contents and, in such instances, will be required to adhere to this specification, regardless of substance lead content.
  2. 400 micrograms per gram ( $\mu\text{g}/\text{g}$ ) of soil in high contact play areas.
  3. 1,000 micrograms per gram ( $\mu\text{g}/\text{g}$ ) of soil in other areas.
  4. 40 micrograms per square foot ( $\mu\text{g}/\text{sf}$ ) of surface area of dust on floors.
  5. 200 micrograms per square foot ( $\mu\text{g}/\text{sf}$ ) of surface area of dust on other surfaces.
- B. Permissible Exposure Limits for contractor employees:
  1. No person shall be permitted to be exposed to a lead concentration in excess of  $50 \mu\text{g}/\text{m}^3$  (fifty micrograms per cubic meter of air) as an 8-hour time-weighted average

2. (TWA). When respirators are used, the exposure may be considered to be at the level provided by the protection factor of the respirator.
2. Where exposures are above the action level of  $30 \mu\text{g}/\text{m}^3$  for more than 30 days in a 12-month period, medical monitoring in accordance with OSHA rules will be instituted for exposed employees.

### 3.3 EXPOSURE ASSESSMENT AND MONITORING

- A. The Abatement Contractor shall make an assessment of the exposures expected by the tasks to be used for the scope of work listed in the Documents. Assessment may be based upon:
  1. Initial monitoring of representative workers who the contractor believes are exposed to the greatest airborne concentrations of lead, or
  2. Past monitoring (within the past 12 months) or objective data for conditions closely resembling the processes, type of material, control methods, work practices and environmental conditions to be used for this Documents, or
  3. In the absence of an exposure assessment or monitoring, the contractor shall assume the following exposure conditions:
    - a.  $\leq 500 \mu\text{g}/\text{m}^3$  for manual demolition of lead-bearing substances (i.e., drywall, other architectural components), manual scraping, manual sanding, heat gun use, and power tool cleaning with dust collection systems, or any other task where there is reason to believe an employee may be exposed to airborne lead.
    - b.  $\leq 2,500 \mu\text{g}/\text{m}^3$  for lead burning, rivet busting, power tool cleaning without dust collection systems, cleanup of dry spent abrasives, or movement or removal of abrasive blasting enclosures.
    - c.  $> 2,500 \mu\text{g}/\text{m}^3$  for abrasive blasting, welding, cutting, and torch burning.
- B. The contractor shall perform personal monitoring in accordance with the following requirements:
  1. Initially, to establish an exposure assessment when past monitoring or objective data are not available for an initial determination.
  2. Periodically if the exposures are, or are expected to be, above the action level of  $30 \mu\text{g}/\text{m}^3$ .
  3. Where a Negative Initial Determination is made, that exposures will be below the action level, no further monitoring is required.
    - a. Whenever there has been a change of equipment, process, control, personnel, or a new task has been initiated that may exceed the action level of  $30 \mu\text{g}/\text{m}^3$ , contractor shall resume periodic monitoring.
  4. Monitoring and analysis shall have an accuracy (to a confidence level of 95%) of not less than  $\pm 25\%$  for airborne concentrations of lead equal to or greater than  $30 \mu\text{g}/\text{m}^3$ .
- C. The contractor may be required to perform air monitoring outside the work area if there is observance of contamination escape from the work area (such as dust accumulation), or evidence of failure of control methods to contain the release of airborne lead particles.

### 3.4 RESPIRATORY PROTECTION

- A. Respiratory protection shall be worn by all persons in the work site performing abatement tasks who may be exposed to lead dust or fumes during lead abatement activities. At a minimum, the following shall be provided, for:
  1.  $\leq 500 \mu\text{g}/\text{m}^3$  1/2 mask air purifying respirator with HEPA cartridges (APR)

2.  $\leq 1,250 \mu\text{g}/\text{m}^3$  Loose-fitting hood or helmet powered APR (PAPR)  
Hood or helmet supplied air respirator (SAR) in continuous flow mode
3.  $< 2,500 \mu\text{g}/\text{m}^3$  Full face piece APR  
Tight fitting PAPR  
Full-face piece SAR in demand mode  
1/2 mask or full-face piece SAR in continuous flow mode
4.  $\leq 50,000 \mu\text{g}/\text{m}^3$  1/2 mask or full face piece SAR in pressure-demand mode
5.  $> 50,000 \mu\text{g}/\text{m}^3$  Work shall stop until conditions are brought below this level

- B. Contractor shall have a written respiratory protection program in accordance with OSHA 29 CFR 1910.134, including but not limited to, medical screening, semi-annual (every 6 months) fit testing for negative pressure respirators, training, cleaning and maintenance.
- C. Respirators shall not be removed while in the work site or work area.
- D. Only or NIOSH-approved respirators shall be used.
- E. Additional respiratory protection by supplemental filters, such as organic vapor cartridges, may be needed when handling some coating or stripping products. Consult the Material Safety Data Sheet, manufacturer, or industrial hygienist and obtain the proper filters and usages as necessary.

### 3.5 HYGIENE PRACTICES

- A. Eating, drinking, smoking, and applying of cosmetics are not allowed in the work site or work area.
- B. A changing area and shower shall be provided for changing into and removing personal protective clothing, and for showering or washing before leaving the work area for the day. (845.30(c)(2) and (k)) (845.30 (l)(2)). Any person leaving the work site or work area shall rinse his or her mouth with potable water and wash hands and face thoroughly before eating drinking, or smoking. A portable lavatory facility, potable water supply, or portable decontamination unit shall be provided by the contractor for the washing of face and hands. Building lavatory facilities shall not be used.
- C. Equipment decontamination procedures shall be employed to prevent the spread of lead contamination. Disposable items shall not be reused and shall be disposed of properly (845.30(p)(2)(C)).
- D. Personal Protection Equipment (PPE) shall include:
  1. Full body suits with hoods and shoe covers. Tyvek or similar disposable suits may be worn only once, and must be disposed in accordance with the Waste Disposal section.
  2. Appropriate PPE shall be used as required by OSHA and established industry practice.

### 3.6 PROHIBITED ACTIVITIES

- A. The following methods shall not be permitted:
  1. open flame burning
  2. dry-sanding
  3. uncontained hydro blasting or sandblasting



4. methylene chloride for interior use
5. dry-scraping

### 3.7 WORK AREA ISOLATION AND PREPARATION

#### A. General Preparation

1. Post caution signs at all entrances and exits to the work area in accordance with OSHA rules:
  - a. at least 20" x 14"
  - b. date and location of the lead abatement project
  - c. Wording at least 2" high stating, "Caution, Lead Hazard, Do Not Remain in Work Area Unless Authorized"
2. Secure the work area from entry by children under 16 years of age, pregnant women, or other unauthorized persons.
3. Close off the work site from other portions of the building by closing doors tightly, taping shut when necessary, or with 6 mil plastic z-flap curtains over doorways or entrances to the work site.
4. At work area exit, provide walk-off pan, wet towel, or other means to prevent tracking lead contamination to other parts of the facility.

#### B. Interior Preparation

1. Furniture, personal items, and other moveable objects in the work site shall be protected with 6 mil plastic sheeting and sealed with tape, or moved from the work site and stored in a location designated by the Environmental Consultant. Items shall be cleaned before being moved to another area to prevent cross-contamination.
2. Turn off all forced air ventilation and seal exhaust and intake points in the worksite.
3. Turn off electrical circuits in the work area to isolate them from contact. Provide temporary power equipped with Ground-Fault Circuit Interrupter (GFCI) devices to prevent electric hazards in the wet working environments. power cords must be in good condition, not spliced, not more than 100 feet long, and shall be suspended off the floor and out of workers' way to protect the cords from damage. Cords must not be fastened with staples, hung from nails, or suspended with wire.
4. Seal the opening seams of all food storage units, such as cabinets or refrigerators, or cover with plastic sheeting.
5. Cover all objects that cannot be moved, such as radiators, stoves, cabinets, built-in furniture, bookcases, or other stationary items with 6 mil plastic sheeting taped securely in place.
6. Remove all carpeting from the work site. Lightly mist with water prior to removal to prevent lead dust exposure. Carpeting shall be professionally cleaned or replaced.
7. Cover and protect floors in the work site with 6 mil plastic sheeting, sealed with tape.
8. Establish a negative pressure system to prevent contaminated air from escaping from the work site to uncontaminated areas, and consisting of:
  - a. Negative air machines (NAMs) exhausted from the work site, and vented to the outside of the building whenever possible.
  - b. Provide sufficient number of NAMs to provide a negative pressure of 0.02" wc between the work area and adjacent spaces, and 4 air changes per hour. Assume NAMs operate at 80% of design capacity. At least one backup NAM shall be available per work site.
  - c. The negative air system shall remain in continuous operation until cleanup and clearance is achieved.

### C. Exterior Preparation

1. 6 mil plastic sheeting shall be placed over the ground, foundation, or other surfaces adjacent to or below the abatement area.
2. Close or otherwise seal windows, grilles, intakes, or other nearby openings (above, below, or beside) that could be exposed to airborne dust from the work.
3. Sheeting shall extend out from the foundation 3 feet per story to be abated, with a minimum of 10 feet and a maximum of 20 feet. This sheeting shall remain in place until completion of final cleaning.
4. Sheeting shall be secured at the foundation and along all edges and seams.
5. When liquid waste is produced by any abatement method used, the edges of the plastic sheeting shall be raised a sufficient distance to contain the liquid waste.

3.8 LEAD MITIGATION may be used as an interim method for repairs to lead-bearing surfaces to stabilize, secure, or cover them.

A. Work area preparation shall comply with paragraph 3.7 A. of this section.

B. All loose paint, coatings, or coverings that contain lead or are applied to a lead-bearing surface shall be moistened and carefully scraped from surfaces back to where materials are solidly adhered.

1. Lead-based paint mitigation practices shall be compatible with, and shall produce surfaces that are in conformance with Section 09910 of these documents, "Surface Preparation for Renovation Painting."
2. Where called out in the documents, scraped areas shall be smoothed out by feathering or by filling with a surfacing compound.
3. Areas from which paint has been removed shall be coated with a primer, such as "Kilz" or similar, which shall be compatible with the new paint, coating or surfacing material to be re-applied.
4. Areas to be repainted, the new paint, coating, or covering shall be compatible with the existing paint and primer, or shall have a surfacing treatment, sizing, bonding agent, or primer recommended by the paint, coating, or covering manufacturer to assure a proper and lasting bond with the substrate surface.

C. Any nearby surfaces, which have collected paint dust, shall be cleaned by damp mopping with a cleaning solution.

### 3.9 LEAD ABATEMENT

#### A. General.

1. Unless otherwise specified in the Documents, lead-bearing substances listed in the Documents shall be removed by methods that minimize the generation of dust or debris.
2. Lead-based paint abatement practices shall be compatible with, and shall produce surfaces that are in conformance with Section 09910 of these documents, "Surface Preparation for Renovation Painting."
3. Where existing lead-bearing substances may be disturbed by the installation of new work, they shall be removed sufficiently to prevent such disturbances.
  - a. Following any window dismantlement activity in the work area, the abatement contractor shall wet scrape the loose paint off the exposed window lintel and prepare, seal, prime and paint the lintel surface. If the lintel is to be replaced the abatement

- contractor shall only remove all the loose paint and not repaint the lintel surface.
4. Where disturbances of lead-bearing substances produce dust, the dust must be assumed to contain lead until tested and proven otherwise. Dust suppression methods, such as misting with water and HEPA vacuums shall be used.
  5. Movement of lead-bearing wastes through unsecured building areas:
    - a. Wastes shall be contained in 6 mil impermeable (i.e. poly) bags.
    - b. Architectural components and other debris shall be wrapped in 6 mil plastic sheeting and sealed with tape.
    - c. Load-out only during pre-approval hours.
    - d. Dust and debris shall not be tracked or spilled outside the work site. In the event of spillage or tracking, contractor shall HEPA vacuum visible debris and wet wipe all affected areas with a non-TSP lead-dissolving detergent solution.

B. Interior Abatement methods may include:

1. Removal and replacement of the component or surface.
2. Wet scraping of lead-bearing material.
3. Heat gun with operating temperatures not to exceed 700 F.
4. Nonflammable chemical strippers shall not contain methylene chloride. This method is generally used with unique, irreplaceable, architecturally, or historically significant components. Chemical strippers shall be compatible with new paints, coverings, or coatings to be installed.
5. Sander, needle gun, chipper, scarifier, or other mechanical paint removal system. All such power tools shall be equipped with a HEPA vacuum collection system.
6. Enclosure with a durable material or coating that does not readily tear or peel, such as but not limited to, gypsum board; fiberglass mats; canvas-backed vinyl wall coverings; high pressure, laminated plastic sheet, such as Formica® tile, vinyl flooring, paneling, plastic, metal, or wood. Enclosures shall only be used when specified in the Documents.

C. Exterior abatement methods may include:

1. All methods listed under Interior Abatement
2. Vacuum-blasting
3. Contained hydro blasting or sandblasting
4. When vacuum-blasting or contained hydro blasting is used, window interiors shall be sealed with 6 mil plastic sheeting and secured with waterproof tape.
5. Window replacement:
  - a. The room interior shall be sealed off and protected from dust entry. If windows are removed from the inside, the room must be fully protected in accordance with 3.7 B. "Interior Preparation." and 3.7 C. "Exterior Preparation." When windows are removed from the outside, protection must be in accordance with 3.7 C., Exterior Preparation, including at least a seal over the wall immediately inside the window work area. In either case, the Abatement Contractor is responsible for preventing lead dust contamination of interior spaces.
  - b. All lead-based paint must be removed from the wood window frame parts that will remain, both on the inside and on the outside.
  - c. Metal window replacements: The contractor is cautioned that high concentrations of lead dust have been found behind the window frame caps installed over the original lead-based painted frames during previous window replacements. Although a lead license is not required for non-LBP metal window removal, contractor must assume that he or she may encounter concentrated lead dust. When removing these caps, the room interior shall be protected in accordance with 3.7 B. Interior Preparation.

D. Soil Removal or Remediation:

1. Identify and eliminate the source of lead contamination if possible, to prevent re-contamination of remediated soil.
2. Dust generation shall be held to a minimum and dust suppression methods shall be performed, such as misting with water during handling.
3. Monitoring of airborne dust shall be performed by the Environmental Consultant, and shall not exceed acceptable levels.
4. Soil that is stockpiled prior to disposal shall be:
  - a. placed on a layer of impermeable plastic;
  - b. kept moist to avoid dust generation; and
  - c. covered with impermeable plastic, which is secured to the ground.
5. Soil shall be subjected to a TCLP test to determine waste classification.
6. Contaminated soil shall be transported to disposal facility in sealed containers or covered vehicles. Care shall be taken to prevent tracking of contaminated soil off-site by vehicular or foot traffic.

E. Demolition. Structural demolition of buildings does not require removal of lead-bearing substances or lead-licensed contractors or workers. However, the following minimum requirements must be observed to prevent spread of lead contamination:

1. Close windows and seal doors of adjacent or nearby structures. Cover air intakes or other openings on facing walls or roof areas where dust could enter.
2. Mist the demolition activities with water to suppress dust release.
3. Do not spread debris outside the immediate demolition area.
4. Do not allow foot or other traffic through the demolition area that may spread lead-bearing dust to other building areas.

### 3.10 CLEANING AND DECONTAMINATION

A. Interior Cleaning. Include in the cleaning process any furniture, cabinets, or other item that remained in the worksite that have become contaminated with lead-bearing dust.

1. Properly containerize and remove all lead wastes from the work site.
2. HEPA vacuum all surfaces including woodwork, walls, windows, window wells, and floors.
3. Wet clean all surfaces with a cleaning solution.
4. Allow all surfaces to dry and HEPA vacuum any remaining visible residue.

B. Exterior Cleaning.

1. Recover all visible debris from exterior areas.
2. HEPA vacuum surfaces that have been abated, paying particular attention to horizontal surfaces, such as window sills, wells, mullions, ledges, etc., both in the abated area and on nearby windows and surfaces.

### 3.11 FINAL CLEARANCE

- A. A lead abatement work area shall be complete if lead dust levels on horizontal interior surfaces are below 40 micrograms per square foot ( $\mu\text{g}/\text{sf}$ ) on floors or 200 micrograms per square foot ( $\mu\text{g}/\text{sf}$ ) on other surfaces. At least 3 wipe samples per room within a contained work area shall be collected from floors, windowsills, countertops, tops of cabinets, or other representative surfaces.

### 3.12 WASTE DISPOSAL

- A. All plaster, paint chips, lead dust, cleaning supplies, HEPA filters, vacuum contents and filters, disposable suits, and other concentrated lead-bearing waste shall be packed in at least two 6 mil plastic bags.
  - 1. Dispose of concentrated lead wastes separately from architectural components.
  - 2. Subject concentrated wastes to TCLP test to determine waste classification.
  - 3. Prepare a Waste Shipment Record, to be signed by the generator, shipper, and disposal site; to be returned to the generator within 45 days. Contractor is to procure and provide the IEPA and USEPA Generator I.D. numbers for the facility.
- B. Architectural components, other items to which lead-based paint remains adhered, and cleaned plastic sheeting may be disposed as common construction and demolition debris.
  - 1. Components shall be wrapped in 6 mil plastic sheeting and sealed with tape. Components shall be transported after working hours if carried through the building.
- C. All lead-bearing wastes shall be stored in covered, locked containers until transported off site.
- D. Remove lead waste from the work site in accordance with RCRA requirements.
- E. Transport all non-hazardous wastes in covered vehicles to an IEPA-approved landfill located within the State of Illinois.
- F. Transport all hazardous wastes in covered vehicles to a hazardous waste landfill permitted to accept lead wastes.
- G. Wastes from the site shall not be mixed with wastes from other sites.

END OF SECTION

**Cicero Community Development Rehabilitation Program  
PRE-CONSTRUCTION CONFERENCE  
Checklist**

**1)\_\_\_ Lead Hazard Reduction Items & Locations:**

- Review job write-up.
- Review paint test/risk assessment.
- Do no harm (\$0-\$5,000 work site only).
- Identify & stabilize deteriorated paint.
- Identify & control lead-based paint hazards & clearance whole unit (\$5,000-\$25,000).
- Identify & abate lead-based paint hazards (\$25,000 +)
- Notification(s) to homeowner.

**2)\_\_\_ Project Schedule:**

- **10 day Notice to State** - Notice of Commencement Lead Abatement/Mitigation Project.
- **Notice to Proceed** – Schedule.
- **Unforeseen Causes** - Delays caused by strikes, acts of the Owner, be events and conditions not reasonably foreseeable and not the fault of the Contractor, will be reason for an extension of time commensurate with such period of delay.
- **Request for Delivery Date Extension** – No extension of time on account of delay due to unforeseen causes shall be granted if written application therefore is not filed by the Contractor with the Owner setting forth the reasons which is believed to justify the approval of the extension request. A written request for extension may not be made after the contract completion date. After the Contractor has filed a request for extension of the completion allowance, Community Development (CD) shall notify the Contractor whether or not such extension shall be approved. If approved, the extended date shall then be considered as in effect the same as if it were the original date for completion.
- **Liquidated Damages** – In the event the Contractor does not complete the work within the period designated, the Contractor shall be reduced by the sum of **Fifty Dollars (\$50.00) a day**, as liquidated damages, for each day of delay until the Contract work is completed. Liquidated damages shall be deducted from the total amount of the payment due the Contractor under the Contract, which in essence will reduce the amount of the Town rehabilitation assistance.

***The Contractor is fully responsible for the means and methods of executing the scope of work.***

### 3)\_\_\_ **Lead Hazard Reduction will Coordinate with Rehab:**

- Job sequence – Schedule trades.
- Hazard Reduction - Safe Work Practices, Interim Controls, Abate.
- Rehab.
- Clean-up.
- Surfaces tested.
- Surfaces Presumed Lead-Based Paint
- Size of project.

### 4)\_\_\_ **Occupant Protection/Occupant Property:**

#### **Work in Occupied Structures:**

- **Hours** – Once the work commences, the Contractor shall have free access to all parts of the premises requiring work during weekday hours from 8:00 a.m. to 5:00 p.m., unless otherwise stated by the Owner. Any weekend/holiday hours will be arranged between the Owner and Contractor.
- **Shared Use of Site** – Persons residing at the site during construction are to be consulted by the Contractor in determining work schedules and sequence of work. The Contractor is to take necessary and reasonable precautions to protect living quarters during construction. Protection of small or valuable furniture, furnishings, accessories and personal belongings is not the responsibility of the Contractor unless specifically listed in the Work Write-Up. The Contractor, Owner and CD shall cooperate in the scheduling and sequencing of work by other Contractors. The Contractor shall discuss any site related safety issues with the Owner prior to construction.
- **Storage** – The Contractor shall be responsible for the storage and safety of his own materials. The Owner assumes no liability whatsoever for any damaged or stolen material on the premises, where such has not been attached to the building. Any damage to, or loss by theft or vandalism of any material, appurtenance, or appliance, after such has been attached to the building shall be the sole responsibility of the Owner.
- **Contractor's Work Area** – It shall be the Owner's responsibility to move furniture, rugs and remove excess debris/garbage to create open/clean working space for Contractors, unless so specified elsewhere in the Work Write-Up.

#### **Occupant Protection/Occupant Property:**

- Contractor must supply owner with pamphlet "Protect Your Family from Lead In Your Home".
- Occupants may not enter the work site during the Lead Hazard/Renovation Activities. Reentry is permitted only after such activities are completed and the Unit/Work Site has passed clearance.

## 5) Temporary Relocation:

**Relocation** - It may be necessary to relocate occupants while the work is being performed. Relocation may be costly, but may be a necessary step to protect the health of the occupants. In large part, the decision to relocate is determined by the extent of the rehabilitation and lead hazard reduction work.

### **Rehabilitation Situations When Relocation May Be Required:**

- Utilities such as water, electricity and gas are turned off for periods exceeding eight hours.
- Rehabilitation takes place in the kitchen or available bathroom(s).
- Extensive rehabilitation in several rooms requiring work over several days.
- A child under the age of six occupies the home.
- Occupants cannot be prevented from entering the worksite after hours.
- Debris and dust cannot be contained in the worksite and may spread to occupied areas.

## 6) Worksite Prep/Set-Up/Restrictions:

**Safety Precautions** – The Contractor is responsible for implementing effective safety precautions on and around the Work Site to protect workers and persons who might be affected. The types of precautions include, but are not limited to:

- Warning signs and barriers;
- Enforcing safety regulations and good work practices;
- Notifying owners and representatives of adjacent properties, utilities and public safety agencies of work posing a hazard;
- Controlling particles and fumes at their source;
- Identification of known pollutants and toxins, followed by appropriate action;
- Safe storage of materials and supplies;
- Maintaining means of extinguishing fires on site;
- Adequate warning systems and evacuation procedures;
- Protective materials and equipment typically associated with various portions of work; and
- Maintaining first-aid supplies on the site.

The owner shall provide the Contractors with service of water and electricity at no charge to the Contractor and during the cold weather season the Owner shall provide and maintain adequate heat in the working area. In occupied buildings, the utilities shall not be disrupted without the approval of the occupants.

**Drug Free Workplace:** No drugs or alcoholic beverages are to be allowed on the job site, before during or after work hours.



**Worksite Preparation:** The following measures may be appropriate to reduce the spread of debris and dust to other parts of the dwelling:

- Sealing doorways with two flaps of 6 mil plastic sheeting;
- Sealing off vents (if possible);
- Covering floors and ground with 6 mil plastic sheeting;
- Covering furniture and shrubs with 6 mil plastic sheeting;
- Wrapping debris in 6 mil plastic sheeting before disposal;
- Removing lead-contaminated protective clothing before exiting the worksite; and
- Posting a warning sign at the entry of each room being treated for lead-based paint hazards when occupants are present. Warning signs on exterior surfaces should be visible 20 feet from the worksite and be in the primary language of the occupants in dwelling.

### **7) Worker Protection:**

The Occupational Safety and Health Administration (OSHA) has regulations that cover workers who come in contact with lead (29 CFR 1926.62). Workers should take proper precautions to protect themselves from lead-based paint hazards, including inhaling dust and avoid taking it home with them on their clothes where it can poison children. Protective measures for workers include:

- Using safe work practices;
- Wearing NIOSH-approved respirators; and
- Wearing disposal gloves, work suits, booties and head coverings.

### **8) Safe Work Practices:**

Safe work methods, such as wet work methods, minimize dust and control the spread of paint chips.

#### **Removal of defective paint by:**

- Wet scraping;
- Wet sanding;
- Chemical stripping off site;
- Replacing painted components;
- Scraping with an infrared or coil-type heat gun with temperatures below 700° F;
- HEPA vacuum sanding;
- HEPA vacuum needle gun; and
- Abrasive sanding HEPA vacuum.

#### **Covering of defective paint surface with:**

- Durable materials (such as wallboard or vinyl siding) with joints
- sealed and caulked.

### **Prohibited Treated Methods (24CFR 35.140):**

- Open flame burning or torching;
- Machine sanding or grinding without HEPA local exhaust;
- Abrasive blasting or sandblasting without a HEPA local exhaust;
- Heat guns operating above 700° F or charring paint;
- Dry scraping or dry sanding except in conjunction with heat guns or within one foot of electrical outlets; and
- Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance.

### **9) Handling of Lead Waste:**

#### **Non-Hazardous Waste Disposal:**

- Wrap or bag solid waste in 6 mil plastic.
- Label waste "Lead-Contaminated".
- Transport solid waste to a lined dump in a covered truck.
- Never burn lead waste.
- Do not pour liquid waste down a drain.

#### **Hazardous Waste Disposal:**

- Store hazardous waste in special, labeled containers.
- Use a licensed transporter to take the hazardous waste away.
- Hazardous waste must go to a licensed disposal site.
- A Manifest must go with every shipment of hazardous waste.

### **10) Daily Cleanup/Procedures:**

Daily cleanup is crucial to containing debris to the worksite and for reducing occupant and worker exposure to lead hazards. Debris should be disposed of properly each day and excessive amounts of paint chips and dust should be removed. If dust and chips are not removed daily, there is a greater chance that they will be tracked to other parts of the dwelling.

### **11) Progress Inspections:**

Site/Work area is subject to inspection by project designer, rehab inspector, local/state agencies.

### **12) Clearance Inspections/Procedures:**

- Final Inspection - Work Write-up/Hazard Reduction work complete.
- Clearance must be performed at least one (1) hour after work has been completed.
- Before Contractor/Inspector contacts clearance inspector contractor should ensure that the worksite is ready for inspection.
- If Contractor fails clearance test the Contractor must re-clean and order another clearance test. The second clearance is at the Contractors expense.

### 13)\_\_\_ Change Order Procedures:

- **Change Orders** - A Change Order is an agreement prepared by CD, signed by the Owner, Contractor and CD that modifies the work. It contains a description of the modification and the amount of the adjustment in the Contract Price. The Contractor may proceed with the change upon receipt of the written Change Order signed by the Owner and CD.
- **Emergency Changes:** A Contractor may perform work not included in the contract documents in order to remedy a condition that poses an immediate threat to persons or property. Work of this nature shall be carried out only to the extent of bringing the condition under control. The Owner and CD shall be notified immediately afterward. A Change Order will then be negotiated and executed for the work performed, and for work remaining, if any.
- **Minor Changes (Field Orders):** The Owner or CD may verbally authorize changes in the work in order to prevent delay in progress of the work. These field orders may not involve a change in the contract price or be inconsistent with the intent of the contract documents.
- **Changes Due to Unknown Conditions:** The Contractor is not responsible for changes in the work that are due to conditions that were not reasonably observable or conditions that have changed. In such cases, the Contractor shall notify the Owner and CD, and a Change Order will be negotiated.

### 14)\_\_\_ Requesting Payment:

For rehabilitation done under the Emergency Assistance, Home Repair or Home Improvement Loan Program, after the job is completed the following takes place:

- The contractor contacts Risk Assessor to perform lead-based paint clearance testing. Test results must pass before construction payout is scheduled.
- Test results are forwarded to CD.
- The rehab coordinator contacts the homeowner to schedule a payout inspection. Payout inspections take place approximately on the 10th and the 25<sup>th</sup> of every month. Notarized lien waivers (partial or final), warranty/guarantee's and copy of building permit must be submitted directly to CD. If the lien waiver, warranty/guarantee's and building permit are not received prior to the inspection, it will be cancelled and rescheduled after the lien waiver is received.
- Reduction Completion Notice is posted 15 days after work is completed.
- Certification of Lead-Based Compliance is given to owner.
- An inspection is made by the CD Inspector and Town Departments, if applicable.
- The homeowner and CD approve the work and sign off on the Certification of Inspection Form.
- Payment is sent directly to the contractor within 30 days.
- Job is complete and closed out.

***If lien waiver and all attachments are not received prior to the inspection, it will be cancelled and rescheduled after the documentation is received.***

**15)\_\_\_ Grievance Procedures:**

If a dispute (related to the work) arises between the homeowner and the contractor, it shall be handled according to the following steps:

- Contractor and Owner must attempt to resolve dispute on their own.
- If not resolved Contractor and Owner meet with CD to resolve dispute. (The CD Department will make an effort to resolve the dispute in a timely fashion.)
- If both parties are still uncooperative, the Contractor and Owner shall submit all disputes or claims, regardless of the extent of the works progress to an arbitrator from the American Arbitration Association. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

***CD has the authority, if a dispute arises, to stop payment and work until dispute is settled.***

***This is to certify that all the undersigned have attended the “Pre-Construction Conference” for the following property:***

*Property Located at:* \_\_\_\_\_

\_\_\_\_\_  
*Owner Signature* *Date*

\_\_\_\_\_  
*Owner Signature* *Date*

\_\_\_\_\_  
*Owner Signature* *Date*

\_\_\_\_\_  
**Contractor Signature** **Date**

\_\_\_\_\_  
**Contractor Signature** **Date**

\_\_\_\_\_  
**Contractor Signature** **Date**

\_\_\_\_\_  
**Contractor Signature** **Date**

\_\_\_\_\_  
**Contractor Signature** **Date**

\_\_\_\_\_  
**Contractor Signature** **Date**

## **Attachment C Requirements for Lead Inspector, Risk Assessor, Worker, Supervisor, and Contractor Licensing**

---

(Source: Amended at 21 Ill. Reg. 7444, effective May 31, 1997)

### **845.27 Requirements for Lead Inspector, Risk Assessor, Worker, Supervisor, and Contractor Licensing**

- a) To qualify for a license as a Lead Inspector, Risk Assessor, Worker, or Supervisor, an applicant shall:
- 1) Be at least 18 years of age;
  - 2) Complete the Department – approved initial training course for the discipline for which licensure is sought and pass the examination administered at the conclusion of the course. The course must have been taken within three years before the date the Department received the application;
  - 3) After August 31, 1998, an applicant for Lead Inspector, Risk Assessor or Supervisor shall pass the Department – approved third party certification examination, within six months after the date on the course completion certificate, to be eligible for licensure in the disciplines of Lead Inspector, Risk Assessor or Supervisor. An applicant may take the third party examination a maximum of three times. A \$50 fee shall be assessed for each separate discipline examination, each time taken. Upon the applicant's successful completion of the third party examination, the Department shall issue the applicant a license in the appropriate discipline as specified in subsection (i) of this Section;
  - 4) Submit a recent 1" x 1" photograph of the applicant for proper identification of the licensee. The license shall not be issued without an identification photograph;
  - 5) Submit the appropriate completed application form provided by the Department;
  - 6) Submit the required license application fee. Employees of the Illinois Department of Public Health, a delegate agency, or a local health department shall be exempt from licensure and third party examination fees when such employees' licenses are only used for purposes related to employment at the above- mentioned agencies.
- b) Reciprocity. Each applicant for licensure who is licensed or certified in any of the disciplines specified in this Section in another state may request reciprocal licensure. The Department shall evaluate the requirements for licensure in such other state and shall issue the license if the Department determines that the requirements for licensure in such other state are as protective of health and the environment as the requirements for licensure in Illinois. Each applicant for licensure pursuant to this Section shall submit the appropriate application accompanied by the fee for each discipline as specified in subsection (e), (f), (g), (h), or (i) of this Section.
- c) Expiration Date. Lead Inspector and Risk Assessor licenses expire January 31 of each year, except that a first time license issued after October 31 and before February 1 shall expire the following January 31. Lead Worker and Lead Supervisor licenses expire March 31 of each year, except that a first time license issued after December 31 and before April 1 shall expire the following March 31. Contractor licenses expire May 31 of each year.

- d) Renewal of License. Any license issued pursuant to this Part may be renewed if the licensee submits the completed application, nonrefundable fee, 1" x 1" photo and a certificate of completion from a Department –approved one-day (8 hour) refresher course. The course must have been taken within three years before the date the Department received the renewal application. If a renewal application is received after January 1 for a Lead Inspector or a Risk Assessor license or after March 1 for a Lead Worker or a Supervisor license, the applicant shall pay a nonrefundable late fee of \$15 in addition to the renewal fee. An applicant whose license has been expired for a period less than three years may apply to the Department for reinstatement of his license. The Department shall issue the reinstated license provided the applicant pays to the Department all lapsed license fees and a reinstatement fee of \$15. A license, which has been expired for more than three years, may be restored only by submitting a new application with a current certificate of completion from a Department – approved initial training course that has been completed within the last three years.
- e) Risk Assessor License Requirements. To qualify for licensure as a Risk Assessor a person shall:
- 1) Submit a \$100 nonrefundable application fee. After August 31, 1998, an additional \$50 fee will be required for the third party examination specified in subsection (i) of this Section.
  - 2) Prior to April 1, 1998, to qualify for a Risk Assessor license, a person shall:
    - A) Comply with subsections (a)(1) through (6) and (e)(1) of this Section, and
    - B) Submit an initial Lead Inspector certificate and an initial Risk Assessor certificate or submit an initial Risk Assessor certificate and be a currently Illinois licensed Lead Inspector.
  - 3) After March 31, 1998, to qualify for licensure as a Risk Assessor, a person shall:
    - A) Comply with subsections (a)(1) through (6) and (e)(1) of this Section, and
    - B) Submit an initial Lead Inspector certificate and an initial Risk Assessor certificate or submit an initial Risk Assessor certificate, be a currently licensed Lead Inspector, and possess, at a minimum, one of the following combinations of education and experience:
      - i) A bachelor's degree in science, engineering, or environmental health; or
      - ii) A bachelor's degree in any discipline and one year of experience in a related field (e.g., lead, asbestos, environmental remediation work, or construction); or
      - iii) An associate's degree in any discipline and two years of experience in a related field (e.g., lead, asbestos, environmental remediation work, or construction); or
      - iv) Be licensed as an industrial hygienist, professional engineer, architect or environmental health practitioner; or
      - v) A high school diploma (or equivalent), and at least three years of experience in a related field (e.g., lead, asbestos, environmental remediation work, or construction).
- f) Lead Inspector Requirements. To qualify for licensure as an Lead Inspector, a person shall:
- 1) Submit a \$100 nonrefundable application fee. After August 31, 1998 an additional \$50 fee will be required for the third party examination specified in subsection (i) of this Section.

- 2) Submit a certificate from an initial three- day, Department- approved Lead Inspector training course, which must have been taken three years before the date the Department received the application.
- g) Lead Worker Requirements. To qualify for a license as a Lead Worker, a person shall:
  - 1) Submit a \$25 nonrefundable application fee.
  - 2) Submit a certificate from a Department – approved initial Lead Worker course that must have been taken within three years before the date the Department received the application
- h) Supervisor License Requirements. To qualify for licensure as a Supervisor, a person shall:
  - 1) Submit a \$50 nonrefundable application fee. After August 31, 1998, submit an additional \$50 fee for the third party examination specified in subsection (i) of this Section.
  - 2) Submit a certificate from an initial Department – approved Supervisor course that must have been completed within three years before the date the Department received the application.
  - 3) After March 31, 1998, and applicant for a Supervisor license must also meet experience requirements as follows:
    - A) One year of experience as a certified lead – based paint abatement worker; or
    - B) Two years of experience in a related field (e.g., lead, asbestos, or environmental remediation work) or in the building trades.
- i) After August 31, 1998, applicants for Lead Inspector, Risk Assessor and Supervisor licenses are required to take a third party examination.
  - 1) To qualify to take the third party examination the applicant shall:
    - A) Comply with the requirements of subsections (a)(1), (2), (4), (5), and (6) of this Section for the appropriate discipline.
    - B) Submit a completed third party examination application form provided by the Department.
    - C) Submit a \$50 nonrefundable third party examination application fee for each separate discipline examination.
  - 2) The Department shall provide, by mail, to the following applicants who qualify to take the third party examination:
    - A) Date, time, and location for the applicant to take the third party examination; and
    - B) A detailed information packet, instructions for registration at the examination site, and directions to the facility where the examination is being administered.
  - 3) When an applicant receives a passing score on the third party examination, the Department shall issue the license to the applicant in the discipline for which the applicant qualifies.
  - 4) If the applicant does not pass the third party examination, the Department will notify the applicant, who may reapply to the Department to take third party examination again. An applicant may take the third party examination no more than three times within six months after receiving a course completion certificate. If the applicant does not pass the third party examination within six months after receiving a course completion certificate, the applicant must retake the initial training course from an approved training course provider before reapplying for licensure and approval to take the third party examination.

- j) Lead Abatement Contractor License Requirements.
- 1) To qualify for licensure as a Lead Abatement Contractor, a person shall:
    - A) Submit a completed application on a form provided by the Department.
    - B) Submit a \$500 non-refundable licensure fee or, for applications received on or after December 1, a \$250 non-refundable licensure fee for a six month license.
    - C) Submit a certificate of financial responsibility documenting that the contractor carries liability insurance for work performed pursuant to the Lead Poisoning Prevention act and this Part. The contractor shall notify the Department of any changes in the status of the certificate of financial responsibility, including expiration, renewal or alteration of the terms of the terms of the certificate. The certificate of financial responsibility shall be an original and shall expressly provide coverage for lead abatement. A photocopy or facsimile copy is not acceptable. An insurance company that is authorized to transact business in Illinois shall issue the certificate. A current certificate of insurance shall be on file with the Department at all times.
    - D) Submit the name of the person with a valid Illinois Contractor/Supervisor's license. Either the Contractor or an employee of the Contractor must hold such license.
    - E) Submit a written statement signed by the Contractor specifying that only Lead Workers licensed by the Department will be employed for Lead Abatement.
    - F) Submit a copy of the Contractor's written standard operating procedures and employee protection plan, which shall include specific references to medical monitoring and respirator training programs required in OSHA regulations at 29 CFR 1910.1001 and 29 CFR 1926.62 (1993).
    - G) Submit a description of all legal proceedings, lawsuits or claims that have been filed or levied against the Contractor or any of his/her past or present employees or companies in regard to construction- related activities. If there are no claims as specified in this subsection (j)(1)(G) against the Contractor then a signed statement to that effect shall be submitted to the Department.
  - 2) Reciprocity. An applicant for a Contractor's license who is licensed or certified for lead contracting in another state may request reciprocal licensure. The Department shall evaluate the requirements for licensure in such other state and shall issue the license, if the Department determines that the requirements for licensure in such other state are equal to the requirements for licensure in Illinois. Each applicant for licensure pursuant to this subsection (j)(2) shall submit a one-time nonrefundable application fee of \$250 and an additional \$500 non-refundable license fee if qualified for licensure.
  - 3) Renewal of License. All Contractor licenses shall be renewed annually. All licenses shall expire on May 31 of each year. If a renewal application is received after April 30, the applicant shall pay a nonrefundable late fee of \$100, in addition to the \$500 nonrefundable renewal fee. An applicant whose license has expired for a period of three years or less may apply to the Department for reinstatement of the license. The license shall be reinstated if



the applicant submits to the Department all of the lapsed license fees and a reinstatement fee of \$100. A license, which has been expired for more than three years, is not eligible for renewal. In such instances, the formerly licensed individual desiring to be licensed shall follow the application procedures specified in subsection (j)(1)(A) through (G) of this Section.

- k) Denial of the Application and Suspension or Revocation of License.
  - 1) The director of Public Health, after notice and opportunity for hearing, may deny the application for, or suspend or revoke the license of, a Lead Abatement Contractor, Supervisor, Worker, Lead Risk Assessor, or Inspector in any case in which the Director of Public Health finds substantial or continued failure to comply with the requirements of this Part, including fraud, misrepresentation, working without a license, or not adhering to work practice standards.
  - 2) Such notice shall be made by certified mail or by personal service and shall set forth the particular reasons for the proposed action and provide the applicant or licensee with an opportunity to request a hearing. If a written hearing request is not received within 15 days after receipt of the notice by the applicant or licensee, the right to a hearing is waived.

(Source: Added at 22 Ill. Reg.1600, effective August 20, 1998)

## Attachment D

### Who is qualified to perform lead hazard reduction work?

---

- Qualifications for Abatement Contractors
  - » Abatement Contractors consist of
    - Trained and State certified abatement supervisor(s), and
    - Workers who have successfully completed accredited lead abatement worker training.
- Qualification to Perform Interim Controls or Standard Treatments
  - » To perform interim controls or standard treatments a worker must be supervised by a certified abatement supervisor or have successfully completed one of the following courses.
    - An accredited lead-based paint abatement supervisor course;
    - An accredited lead-based paint worker course;
    - The lead-based paint course, “ Work Smart, Work Wet, and Work Clean,” prepared by the National Environmental Training Association for the EPA and HUD;
    - The Remodeler's and Renovator's Lead-Based Paint training program prepared by HUD and the National Association of the Remodeling Industry (NARI), or
    - a similar course recognized by HUD and EPA
- Qualifications for Safe Work Practices
  - » There are no specific qualifications for safe work practices; however, the following courses are useful general courses for all workers who want to work safely with lead.
    - Remodeler's and Renovator's Lead-Based Training Program developed by HUD and the National Association for the Remodeling Industry (NARI).
    - Lead-Based Paint Maintenance Training Program developed by HUD, EPA and the National Educational Training Association (NETA).

### Qualifications to Perform Lead Hazard Reduction

- Paint Stabilization, Interim Controls and Standard Treatments. A person performing paint stabilization, interim controls, or standard treatments must be trained in accordance with the OSHA Hazard Communication requirements (29 CFR 1926.59) and either be supervised by an individual certified as a lead-based paint abatement supervisor, or must have successfully completed one of the following courses.
  - » A lead-based paint abatement supervisor course accredited in accordance with 40 CFR 745.225.
  - » A lead-based abatement worker course accredited in accordance with 40 CFR 745.225.
  - » The Lead-Based Paint Maintenance Training Program– “ Work Smart, Work Wet, and Work Clean to Work Lead Safe,” prepared by the National Environmental Training Association for EPA and HUD.
  - » The “ Remodeler's and Renovator's Lead-Based Paint Training Program” developed by HUD and the National Association of the Remodeling Industry; or
  - » An equivalent course approved by EPA or HUD.
- Abatement. Abatement must be conducted by certified abatement workers who successfully completed a lead-based paint abatement worker course accredited by EPA. These workers must be supervised by a lead-based paint abatement supervisor certified under a State program authorized by EPA or conducted by EPA.

**ATTACHMENT E**

---

**LEAD ABATEMENT CONTRACTOR** \_\_\_\_\_

**GENERAL CONTRACTOR** \_\_\_\_\_  
**OTHER** \_\_\_\_\_

**TOWN OF CICERO  
COMMUNITY DEVELOPMENT DEPARTMENT  
CONTRACTOR INFORMATION FORM**

COMPANY \_\_\_\_\_ TRADE \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_  
ZIP CODE \_\_\_\_\_ PHONE \_\_\_\_\_

PROVIDE NAME, TITLE AND SIGNATURE OF PERSON AUTHORIZED TO SIGN CONTRACTS:

NAME \_\_\_\_\_ TITLE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

NAME OF PERSON HOLDING SUPERVISORS LICENSE: \_\_\_\_\_

ARE ALL WORKERS CERTIFIED OR HAVE THEY RECEIVED TRAINING: YES \_\_\_\_\_ NO \_\_\_\_\_

IS COMPANY: SOLE OWNERSHIP \_\_\_\_\_ CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_  
IS COMPANY FEMALE-OWNED? YES \_\_\_\_\_ NO \_\_\_\_\_

PLEASE CIRCLE RACIAL BACKGROUND OF COMPANY OWNER BELOW:

WHITE      AFRICAN      NATIVE      HISPANIC      ASIAN/PACIFIC      HASIDIC JEW      OTHER  
AMERICAN   AMERICAN   AMERICAN   AMERICAN   AMERICAN      AMERICAN

FEDERAL TAX ID # OR SOCIAL SECURITY # \_\_\_\_\_

NUMBER OF EMPLOYEES: OFFICE \_\_\_\_\_ FIELD \_\_\_\_\_

ARE YOU LICENSED AND BONDED WITH THE TOWN OF CICERO? YES \_\_\_\_\_ NO \_\_\_\_\_

IF YES: BOND EXPIRES \_\_\_\_\_ LICENSE EXPIRES \_\_\_\_\_

LIST THREE CUSTOMERS FOR WHOM YOU HAVE RECENTLY COMPLETED WORK:

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY/ZIP</u>	<u>PHONE</u>	<u>TYPE OF WORK</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

NAME OF YOUR SUBCONTRACTORS:

CARPENTRY \_\_\_\_\_ PLUMBING \_\_\_\_\_  
CONCRETE \_\_\_\_\_ ELECTRICAL \_\_\_\_\_  
ROOF \_\_\_\_\_ HEATING \_\_\_\_\_  
PAINTING \_\_\_\_\_

ATTACH THE FOLLOWING:

- CURRENT CERTIFICATE OF INSURANCE
- COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
- \*COPY OF STATE LICENSE
- TOWN OF CICERO LICENSE
- SAFE WORK PRACTICES CERTIFICATE
- \*PROOF OF WORKER'S COMPENSATION INSURANCE
- \*SUB CONTRACTOR C.I.F. WITH ATTACHMENTS
- \*IL DEPARTMENT OF PUBLIC HEALTH (IDPH) LEAD ABATEMENT CONTRACTORS LICENSE
- \*LEAD ABATEMENT CERTIFICATE
- \*IDPH WORKERS LICENSE FOR ALL LEAD WORKERS
- \*IDPH LEAD CONTRACTOR SUPERVISOR LICENSE
  
- \* IF APPLICABLE

ARE YOU A SECTION 3 BUSINESS CONCERN? YES \_\_\_\_\_ NO \_\_\_\_\_

(A Section 3 Business Concern is a business (1) that is 51% or more owned by section 3 residents; (2) whose permanent, full-time employees includes persons, at least 30% of who are currently Section 3 residents or within three years of the date of first employment with the business concern were Section 3 residents; or (3) that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications of (1) and (2) above. A Section 3 resident is (1) a public housing resident; or (2) an individual who resides in the metropolitan area in which the project is located and who is:(i) a low-income (income does not exceed 80% of median) or (ii) a very low-income person (income does not exceed 50% of median).

I, THE UNDERSIGNED, AUTHORIZE THE TOWN OF CICERO TO CONTACT THOSE PERSONS LISTED ABOVE TO VERIFY THE QUALITY OF WORK PERFORMED. I CERTIFY THAT ALL INFORMATION IN THIS FORM AND ALL INFORMATION FURNISHED IN SUPPORT OF THIS FORM IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AM AWARE THAT ANY FALSIFICATION OF ANY INFORMATION IS GROUNDS FOR DISQUALIFICATION FROM THIS PROGRAM.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

RETURN TO: COMMUNITY DEVELOPMENT DEPARTMENT  
C/O TOWN OF CICERO  
5116 WEST 14<sup>TH</sup> STREET  
CICERO, ILLINOIS 60804  
ATTENTION: NANCY BAILEY

QUESTIONS? CALL NANCY BAILEY AT (708) 656-8223

\*\*\*\*\*

**The Town of Cicero does not discriminate  
on the basis of race, color, religion, sex  
handicap, familial status, or national origin.  
Information available in alternative formats.**

\*\*\*\*\*

**Attachment F**

---

**OSHA Written Compliance Plan**

\_\_\_/\_\_\_/\_\_\_

This plan has been developed to comply with the OSHA Construction Lead Standard, 29 CFR 1926.62.

**1. Location of Project:**

This job will take place at the residence located at \_\_\_\_\_ (full address).

A previous lead inspection of this residence by \_\_\_\_\_ (name and address of inspection or risk assessment firm) revealed that lead hazards or lead-based paint are present in the following locations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

These building components are coated with lead-based paint and represent a hazard to workers who may disturb it during lead hazard control, renovation, or maintenance activities.

**2. Brief Description of Job:**

This job will involve the following lead hazard reduction measures (complete all that apply):

- Replacement of \_\_\_\_\_ (name all components)
- Enclosure of \_\_\_\_\_ (name all components)
- Paint removal of \_\_\_\_\_ (name all components)
- Encapsulation of \_\_\_\_\_ (name all components)
- Paint film stabilization of \_\_\_\_\_ (name all components)
- Friction surface treatments of \_\_\_\_\_ (name all components)
- Impact surface treatments of \_\_\_\_\_ (name all components)
- Dust removal in the following areas \_\_\_\_\_ (name all components)

**3. Schedule:**

The job is expected to start on \_\_\_\_\_ (date) and end on \_\_\_\_\_ (date). This compliance plan will take effect immediately on \_\_\_\_\_ (date). The competent person will conduct worksite visual inspections on a daily basis.

Work will proceed according to the following schedule:

**Day 1: Initial setup, followed by:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Daily cleanup: wet mopping, HEPA vacuuming

Day 2: Tasks

Day 3: Tasks

Day 4: Tasks

Day 5: \_\_\_\_\_

Day 6: \_\_\_\_\_

Day 7: \_\_\_\_\_

Day 8: \_\_\_\_\_

Day 9: \_\_\_\_\_

Day 10: Final cleanup and clearance examination.

#### **4. Equipment and Materials:**

HEPA vacuums, cleaning detergents, protective clothing, cotton work gloves, electric power saws, hammers, wrecking bars, pry bars, screwdrivers, plastic sheeting, metal scrapers, compressed air-powered water pumps, rollers, brushes, butyl rubber gloves, respirators, cutting shears, mops, plastic sheeting, paintbrushes, paint rollers.

#### **5. Crew:**

The work will be completed by a crew of \_\_\_\_\_ (insert number) workers. Crew assignments are as follows:

Crew 1 \_\_\_\_\_ (name) \_\_\_\_\_ (task)  
Crew 2 \_\_\_\_\_ (name) \_\_\_\_\_ (task)

#### **6. Competent Person:**

\_\_\_\_\_ (Name), a certified lead abatement supervisor, will be onsite at all times and will act as the competent person for occupational health and safety issues. The lead supervisor license (or certificate) number is: \_\_\_\_\_. The lead supervisor will conduct daily inspections of the work areas to ensure that control measures, work practices, personal protective equipment, and hygiene facilities are used as prescribed in this document.

#### **7. Control Measures:**

The primary control methods for this project are (check all that apply):

- \_\_\_\_\_ method substitution (building component replacement, enclosure)
- \_\_\_\_\_ wet methods
- \_\_\_\_\_ wrapping materials to be discarded in plastic
- \_\_\_\_\_ respiratory protection
- \_\_\_\_\_ local exhaust ventilation (needle guns, vacuum blasting)
- \_\_\_\_\_ general room ventilation

- \_\_\_\_\_ on-the-job training
- \_\_\_\_\_ HEPA vacuums
- \_\_\_\_\_ containment (use of plastic barriers)

**8. Technology Considered in Meeting the Permissible Exposure Limit:**

The HUD Guidelines for Evaluation and Control of Lead Hazards in Housing and Protecting Workers and Their Communities From Lead Hazards: A guide for Protective work Practices, published by the Society of Occupational and Environmental Health, and other publications were reviewed to determine the appropriate engineering controls to be used in this project. The only specialized equipment that will be utilized for this project are HEPA-filtered vacuum cleaners and \_\_\_\_\_ (name all special equipment).

**9. Respirators:**

All individuals in the work area will be provided with a NIOSH approved half-mask, air-purifying respirator equipped with HEPA cartridges or a powered air-purifying respirator (if so required).

Respirators will be provided in the context of a complete respiratory protection program; the written respirator program is attached.

Respirators will be required during (name phases of job for which respirators will be required):

---

---

---

Respirator use during other activities, including initial setup (laying down plastic for containment), and enclosure and encapsulation after surface preparation is not necessary, *unless* other workers nearby (same interior room or outside wall) are performing activities for which respirators are required.

**10. Protective Clothing:**

Disposable protective clothing will be worn at all times inside the work area. Protective clothing will be made of breathable fabric to reduce the potential for worker heat stress. If visibly contaminated with dust or paint chips, protective clothing will be vacuumed before it is removed.

**11. Hygiene Facilities:**

Hand washing facilities will be used to decontaminate workers, since leaded dust levels are expected to be low. Showers are used on jobs that generate high leaded dust levels. The facilities will be located in a portable trailer, which will be parked in the driveway of the residence. The trailer will contain two sinks, a fresh water tank, hot water heater, wastewater collection tank, and easily cleanable floors and benches. Labeled plastic bins with covers will be used to separate disposable protective clothing from street clothing. Hot water, soap, and towels will be provided. Hands and face will be washed before all breaks and at the end of the day. Wastewater will be collected, pretreated onsite with filtration, and disposed of in accordance with prior arrangements made with \_\_\_\_\_ (name of local water and sewage authority).



**12. Air Monitoring Data:**

Previous data for lead control projects conducted with similar controls, environmental conditions, personnel, and methods were reviewed. Air sampling will not be performed on this job, since typical exposures have already been established for these work crews by:

\_\_\_\_\_ (name of person or firm completing air sampling).

Based on these results, the major exposures to lead will occur during \_\_\_\_\_ (name tasks during which substantial exposures are likely to occur).

In previous work conducted by the same contractor and work crew on similar houses in the same city, using the same methods, maximum personal exposures measured for various activities were:

Maximum Exposure (ug/m3)	Task
_____	_____
_____	_____
_____	_____

The environmental conditions in the homes previously abated closely resemble the current location. These maximum exposures are expected to represent "worst-case" exposures because they did not include breaks or setup time; it is expected that 8-hour, time-weighted average exposures on this job will be lower than these figures. However, worker respiratory protection requirements will be based on the maximum exposures to allow for unexpected variations.

**13. Medical Surveillance Program:**

A medical surveillance program is already in place for this crew. It is supervised by:

Dr. \_\_\_\_\_ (name, address, and phone number of physician and/or firm).

Worker blood levels are measured initially before the onset of work, each month for the first six months of employment, and every 6 months thereafter.

Blood levels for current employees who will be assigned to this job are between:

\_\_\_\_\_ ug/dL to \_\_\_\_\_ ug/dL (list range of lead levels) based on the report dated \_\_\_\_\_ (add date for latest medical monitoring report). Worker blood lead increases of 10ug/dL or greater or any blood lead level greater than 25ug/dL will trigger an investigation of protective equipment and worker practices. All workers on this project are informed of their blood lead levels as soon as they are received.

**14. Training:**

The following workers have been trained using the EPA worker Training Curriculum and SOEH's Guide For Protective Work Practices and Effective Worker Training. The training was conducted by \_\_\_\_\_

\_\_\_\_\_ (name, address and phone number of training provider) ON \_\_\_\_\_ (insert date).

**Trainees**

**Social Security Number**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Plan completed by:

\_\_\_\_\_ (name and signature)

\_\_\_\_\_ (date)