CONTRACT DOCUMENTS AND SPECIFICATIONS For

BID # 29-17

PLAINS SCHOOL LEAD HAZARD REDUCTION

City of Portsmouth John P. Bohenko, City Manager

Prepared for:

City of Portsmouth Engineering Division Public Works Department

TABLE OF CONTENTS

INVITATION TO BID	3
INSTRUCTION TO BIDDERS	4
AWARD AND EXECUTION OF CONTRACT	7
PROPOSAL	9
BIDDER'S QUALIFICATIONS	11
CONTRACT AGREEMENT	13
NOTICE OF INTENT TO AWARD	16
NOTICE TO PROCEED	17
CHANGE ORDER	18
CONTRACTOR'S AFFIDAVIT	19
CONTRACTOR'S RELEASE	20
GENERAL REQUIREMENTS	21
CONTROL OF WORK	23
TEMPORARY FACILITIES	25
INSURANCE	26
MEASUREMENT AND PAYMENT	22
TECHNICAL SPECIFICATIONS (WITH INDEX)	30

City of Portsmouth Portsmouth, New Hampshire Department of Public Works

PLAINS SCHOOL LEAD HAZARD REDUCTION BID #29-17

INVITATION TO BID

<u>Sealed</u> bid proposals, <u>plainly marked</u>, <u>Plains School Lead Hazard Reduction</u>, Bid Proposal #29-17 <u>on the outside of the mailing envelope as well as the sealed bid envelope</u>, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until **12:00 p.m.**January 6, 2017 at which time all bids will be publicly opened and read aloud. A mandatory pre-bid walk-through will be held on **December 28, 2016 at 11:00 a.m. at the Plains School, 1 Plains Ave., Portsmouth, NH.**

This project consists of the reduction of lead paint hazards to achieve lead safe final clearance. Bidder must be a Certified **Lead Abatement Contractor** registered with the State of New Hampshire Department of Health and Human Services and have a current **EPA Renovate Repair and Paint Certification** to qualify for this project.

Work may begin at any time after the notice to proceed is issued. Final Completion of the project must occur by **March 1, 2017.** Liquidated damages shall be assessed at \$100.00 per day. Hours of work will be 7AM to 6 PM weekdays.

The Contractor will be required to keep roadways and sidewalks passable for the public and employees to the maximum degree possible.

Bidders must determine the quantities of work required and the conditions under which the work will be performed.

Specifications may be obtained at the City's website: http://www.cityofportsmouth.com/finance/purchasing.htm
Addenda to this project, if any, including written answers to questions, will not be provided directly to vendors, but will be posted by **5:00 p.m.**, **Tuesday January 3, 2017** on the City of Portsmouth Website under the project heading.

Electronic copies of the plans and specifications may be obtained off of the City's webpage. Documents are not available for pickup.

The City of Portsmouth reserves the right to reject any or all bids, to waive technical or legal deficiencies, to re-bid, and to accept any bid that it may deem to be in the best interest of the City. Also, the City reserves the right to approve or deny subcontractors for this project. An award of this project is contingent upon additional process and funding.

INSTRUCTIONS TO BIDDERS

BIDDING REQUIREMENTS AND CONDITIONS

1. Special Notice to Bidders

Appended to these instructions is a complete set of bidding and general contract forms. These forms may be detached and executed for the submittal of bids. The plans, specifications, and other documents designated in the proposal form will be considered as part of the proposal, whether attached or not.

The bidders must submit a statement of bidder's qualifications, if requested, subsequent to bid opening but prior to award.

Addenda to this bid document, if any, including written answers to questions, will be posted by October 12th, 2015 on the City of Portsmouth website at http://www.cityofportsmouth.com/finance/purchasing.htm under the project heading. Addenda and updates will NOT be sent directly to firms. Contractors submitting a bid should check the web site daily for addenda and updates after the release date. Firms should print out, sign and return addenda with the proposal. Failure to do so may result in disqualification.

2. Examination of Plans, Specifications and Site Work

The bidder is expected to examine carefully the site of the proposed work, the plans, standard specifications, supplemental specifications, special provisions and contract forms before submitting a proposal. The submission of a bid shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the contract. It will be conclusive evidence that the bidder has also investigated and is satisfied with the sources of supply for all materials.

Plans, surveys, measurements, dimensions, calculations, estimates and statements as to the condition under which the work is to be performed are believed to be correct, but the contractors must examine for themselves, as no allowance will be made for any errors or inaccuracies that maybe found therein.

3. Familiarity with Laws

The bidder is assumed to have made himself or herself familiar with all federal and state laws and all local by-laws, ordinances and regulations which in any manner affect those engaged or employed on the work or affect the materials or equipment used in the work or affect the conduct of the work, and the bidder, if awarded the contract, shall be obligated to perform the work in conformity with said laws, by-laws, ordinances and regulations notwithstanding its ignorance thereof. If the bidder shall discover any provision in the plans or specifications which is in conflict with any such law, by-law, ordinance or regulation the bidder shall forthwith report it to the engineer in writing.

4. Preparation of Proposal

a) The bidder shall submit its proposal upon the forms furnished by the Owner. The bidder shall specify a lump sum price in figures, for each pay item for which a quantity is given and shall also show the products of the respective prices and quantities written in figures in the column provided for that purpose and the total amount of the proposal obtained by adding the amount of the several items. All words and figures shall be in ink or typed. If a unit price or a lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it and initialed by the bidder, also with ink.

b) The bidder's proposal must be signed with ink by the individual, by one or more general partners of a partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, by one or more members (if member-managed) or managers (if manager-managed) of a limited liability company, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his or her name and post office address must be shown, by a partnership the name and post office address of each general and limited partner must be shown; as a joint venture, the name and post office address of each venturer must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles and business addresses of the president, secretary and treasurer.

5. Nonconforming Proposals

Proposals will be considered nonconforming and may be rejected in the Owner's sole discretion for any of the following reasons:

- If the proposal is on a form other than that furnished by the Owner, or if the form is altered or any portion thereof is detached;
- If there are unauthorized additions, conditional or altered bids, or irregularities of any kind which may tend to make the proposal or any portion thereof incomplete, indefinite or ambiguous as to its meaning;
- If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award; or
- If the proposal does not contain a unit price for each pay item listed except in the case of authorized alter pay items.

6. Delivery of Proposals

When sent by mail, the sealed proposal shall be addressed to the Owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened.

8. Withdrawal of Proposals

A bidder will be permitted to withdraw his or her proposal unopened after it has been submitted if the Owner receives a request for withdrawal in writing prior to the time specified for opening the proposals.

9. Public Opening of Proposals

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are invited to be present.

10. Disqualification of Bidders

Any or all of the following reasons may be deemed by Owner in its sole discretion as being sufficient for the disqualification of a bidder and the rejection of his proposal:

- More than one proposal for the same work from an individual, firm, or corporation under the same or different name;
- Evidence of collusion among bidders;
- Failure to submit all required information requested in the bid specifications;
- Lack of competency or of adequate machinery, plant or other equipment, as revealed by the statement of bidders qualification or otherwise;

- Uncompleted work which, in the judgment of the owner, might hinder or prevent the prompt completion of additional work if awarded;
- Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts;
- Failure to include Required Lead Abatement Certification
- Default or unsatisfactory performance on previous contracts; or
- Such disqualification would be in the best interests of the Owner.

11. Material Guaranty and Samples

Before any contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the work, and the Owner may, in its sole discretion, reject the bid based on the contents of the statement or as a result of the failure of the bidder to submit the statement.

AWARD AND EXECUTION OF CONTRACT

1. Consideration of Proposals

After the proposals are opened and read, they will be compared on the basis of the total price for all sections of work and any such additional considerations as may be identified in the bid documents. The results of such comparisons will be immediately available to the public. In case of a discrepancy between the prices written in words and those written figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.

Award of Contract

Within 30 calendar days after the opening of proposals, if a contract is to be awarded, the award will be made to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified, in writing, mailed to the address on his or her proposal, that his or her bid has been accepted and that the bidder has been awarded the contract.

3. Reservation of Rights

The Owner reserves the right to reject any or all proposals, to waive technicalities or to advertise for new proposals, if, in the sole discretion of the Owner, the best interest of the City of Portsmouth will be promoted thereby. The Owner further reserves the right to conduct such investigations of the contractor's history, financial resources, and other qualifications as it deems necessary to determine whether bidder is qualified to do the work. Bidder may be asked to execute releases. Failure to execute a release upon request may result in disqualification.

The Owner reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability of the Owner.

4. Execution and Approval of Contract

The successful bidder is required to provide proof of insurance, and to execute the contract within 10 days following receipt of the City's notification of acceptance of the bid. No contract shall be considered as in effect until it has been fully executed by all parties.

5. Failure to Execute Contract

Failure to execute the contract and to provide proof of insurance within 10 days after notification of acceptance of bid shall be just cause for the cancellation of the award and the forfeiture of the proposal guarantee which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the City may exercise its reserved rights including the rejection of all bids or re-advertisement.

PROPOSAL FORM

PLAINS SCHOOL LEAD HAZARD REDUCTION

CITY OF PORTSMOUTH, N.H.

To the City of Portsmouth, New Hampshire, herein called the Owner.

The undersigned, as Bidder, herein referred to as singular and masculine declares as follows:

- 1. All interested in the Bid as Principals are named herein.
- 2. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
- 3. No officer, agent or employee of the Owner is directly or indirectly interested in this Bid.
- 4. The bidder has carefully examined the sites of the proposed work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this Bid, and the bidder has carefully read and examined the Drawings, Agreement, Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
- 5. The bidder understands that the quantities of work indicated on the Drawings or in the Specifications are approximate and are subject to increase or decrease or deletion as deemed necessary by the Director of Public Works. Any such changes will not result in or be justification for any penalty or increase in contract prices; and agrees that, if the Bid is accepted the bidder will contract with the Owner, as provided in the Contract Documents, this Bid Form being part of said Contract Documents, and that the bidder will supply or perform all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the Contract Documents in the manner and within the time therein set forth.

To Bidder:

It is the intention of this contract that the items listed above describe completely and thoroughly the entirety of the work as shown on the plans and as described in the specifications. All other items required to accomplish the above items are considered to be subsidiary work, unless shown as a pay item.

PROPOSAL FORM (Continued)

This Project will be bid by the LUMP SUM.

A. Complete Lead Exposure Hazard Reduction per plan in ATTACHMENT A:

In Figures \$	-
In Words \$	_
B. Remove and dispose of existing carpet, acous	stical ceiling tile and grid.
In Figures \$	-
In Words \$	
C. Furnish and install 1/4" underlayment over exi	sting painted wood floor.
In Figures \$	_
In Words \$	_
A, B and C TOTAL FOR PROJECT AND BASIS	S OF AWARD
In Figures \$	_
In Words \$	_
The undersigned agrees that for extra work, if any, poprovisions of the Contract Documents, the bidder will	erformed in accordance with the terms and ll accept compensation as stipulated therein.
Date:	
	By: Signature
Company	Signature
Business Address	Title:
City, State, Zip Code	Telephone:
The Bidder has received and acknowledged Addenda	a NoThrough

All Bids are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Bidder's name and address and the Project name as it appears at the top of the Proposal Form.

In order to follow the City's sustainability practices, future bid invitations/specifications may be sent electronically. Please provide an email address as to where I could email future bid invitations/specifications of this type. Thank you in advance for your cooperation.

Email .	Address:				

STATEMENT OF BIDDER'S QUALIFICATIONS

Supply with Bid

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets if necessary

1.	Name of Bidder	
2.	Permanent Main Office Address	
3.	Form of Entity	
4.	When Organized	
5.	Where Organized	
6. name	How many years have you been engaged in the connes and dates of previous firm names, if any.	ntracting business under your present name; also state
7. dates	Contracts on hand; (schedule these, showing gross es of completion).	amount of each contract and the approximate anticipated
8.	General character of work performed by your comp	pany.
9.	Have you ever failed to complete any work awarde	d to you?(no)(yes). If so, where and why?
10.	Have you ever defaulted on a contract?(no)(yes). If so, where and why?	
11.	Have you ever failed to complete a project in the ti(no)(yes). If so, where and why?	me allotment according to the Contract Documents?
12. the n	List the most important contracts recently executed month and year completed.	by your company, stating approximate cost for each, and
13.	List your major equipment available for this contra	ct.
14.	List your key personnel such as project superintend	lent and foremen available for this contract.
15. case	List subcontractors whom you will use, unless this e please state).	work is to be done by your own organization, in which
	Trade /discipline:	Contractor:
	Trade/discipline:	Contractor:
	Trade/ discipline:	Contractor:

The City reserves the right to disallow \underline{any} subcontractor including work proposed to be completed by the General Contractor.

STATEMENT OF BIDDERS QUALIFICATIONS (continued)

16.	With what banks do you do business?
	a. Do you grant the Owner permission to contact this/these institutions? (yes) (no).
busin	b. Latest Financial Statements, certified audited if available, prepared by an independent certified public intant, and may be requested by Owner. If requested, such statements must be provided within five (5) ess days or the bid proposal will be rejected. Certified Audited Statements are preferred. Internal statements be attached only if independent statements were not prepared.
Dated	1 at this day of, 20
	Name of Bidder
	BY
	TITLE
State	of
Coun	ty of
	being duly sworn, deposes and
Says	that the bidder isof (Name of Organization)
And a	answers to the foregoing questions and all statements contained therein are true and correct.
	Sworn to before me thisday of, 20
	Notary of Public commission expires

CONTRACT AGREEMENT

PLAINS SCHOOL LEAD HAZARD REDUCTION

THIS AGREEMENT made as of the _	day of	in the year 2017, by and
between the City of Portsmouth, New	Hampshire (hereinafter	call the Owner) and
(hereinafter	called the Contractor),	

WITNESSETH; that the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I- Work - The Contractor shall perform all work as specified or indicated in the Contract Documents for the completion of the Project. The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of the Project.

ARTICLE II - ENGINEER - The Director of Public Works or his authorized representative will act as engineer in connection with completion of the Project in accordance with the Contract Documents.

ARTICLE III - CONTRACT TIME - The work will commence in accordance with the Notice to Proceed. **All work shall be substantially completed no later than March 1, 2017.**

ARTICLE IV - CONTRACT PRICE - Owner shall pay Contractor for performance of the work in accordance with the Contract Documents as shown under item prices in the Bid Proposal.

ARTICLE V - PAYMENT - Partial payments will be made in accordance with the Contract Documents. Upon final acceptance of the work and settlement of all claims, Owner shall pay the Contractor the unpaid balance of the Contract Price, subject to additions and deductions provided for in the Contract Documents.

ARTICLE VI - LIQUIDATED DAMAGES - In event the Contractor fails to successfully execute the work within the specified contract time the Owner shall assess the Contractor liquidated damages in the amount of **One hundred dollars** (\$100) for each calendar day beyond the specified completion date for each section of work. Liquidated damages shall be deducted from the Contract Price prior to final payment of the Contractor.

ARTICLE VII – CONTRACT DOCUMENTS – The Contract Documents which comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

- 8.1 This Agreement
- 8.2 Notice of Award, Notice to Proceed
- 8.3 Instruction to Bidders, General Requirements, Control of Work, Temporary Facilities, Measurement and Payment, Standard Specifications
- 8.4 Insurance Requirements
- 8.5 Special Conditions
- 8.6 Standard and Technical Specifications

CONTRACT AGREEMENT (continued)

- 8.7 Drawings
- 8.8 Special Provisions
- 8.9 Any modifications, including change orders, duly delivered after execution of this Agreement.

ARTICLE VIII – TERMINATION FOR DEFAULT – Should contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work with promptness and diligence, or fail to perform any of its obligations set forth in the Contract, Owner may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election, and enter on the premises and take possession, for the purpose of completing the work included under this Agreement, of all the materials, tools and appliances belonging to Contractor, and to employ any other persons to finish the work and to provide the materials therefore at the expense of the Contractor.

ARTICLE IX – INDEMNIFICATION OF OWNER – Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys' fees) arising in any way out of the Contractor's negligent performance of its obligations under this Contract. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorney's fees, and will satisfy any judgment rendered against Owner in such action.

ARTICLE X – PERMITS –The Contractor will secure at its own expense, all other permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable City, State, and Federal laws, ordinances, rules and regulations.

ARTICLE XI – INSURANCE – The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the Contract.

ARTICLE XII – MISCELLANEOUS –

- A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.
- B. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- C. The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.
- D. The laws of the State of New Hampshire shall govern this Contract without reference to the conflict of law principles thereof.
- E. Venue for any dispute shall be the Rockingham County Superior Court unless the parties otherwise agree.

IN WITNESS WHEREOF, the parties hereunto executed this AGREEMENT the day and year first above written.

TITLE: City Manager

	BIDDER:
BY:	
TITLE:	
	CITY OF PORTSMOUTH, N.H.
BY:	John P. Bohenko

NOTICE OF INTENT TO AWARD

Date:	
TO:	
IN AS MUCH as you were the low responsible bidder for wor	c entitled:
PLAINS SCHOOL LEAD H. BID #29-	
You are hereby notified that the City intends to awa	rd the aforesaid project to you.
Immediately take the necessary steps to execute the within ten (10) calendar days from the date of this N	<u> </u>
The City reserves the right to revoke this Notice if you fa Contract.	il to take the necessary steps to execute this
	ortsmouth
Portsmo	uth, New Hampshire
Judie Be	langer.
Finance	

NOTICE TO PROCEED

DATE:

PLAINS SCHOOL LEAD HAZARD REDUCTION BID #29-17

TO:	
YOU ARE HEREBY NOTIFIED TO CO	DMMENCE WORK IN ACCORDANCE
WITH THE AGREEMENT DATED	AND ALL
WORK SHALL BE COMPLETED BY	
CITY OF PORTSM	MOUTH, N.H.
BY: Peter H. Rice,	PE
TITLE: Public Works	s Director
ACCEPTANCE OF NOTICE	
RECEIPT OF THE ABOVE NOTICE TO PROCEED IS HEREBY ACKNOWLED	
This theday of	_ 20
By:	
Title:	

CHANGE ORDER

Change Order Number		Date of Issuance		
Owner: CITY OF PO	RTSMOUTH, N.H			
Contractor:				
You are directed to m	ake the following ch	anges in the Contract Documents:		
Description:				
Purpose of Change On	rder:			
Attachments:				
CHANGE IN CONTI	RACT PRICE	CHANGE IN CONTRACT TIM	ΙE	
Original Contract Price: \$		Original Completion Date:		
Contract Price prior to this Change Order:		Contract date prior to this Change Order:		
Net Increase or Decrease of This Change Order:		Net Increase or Decrease of this Change Order:		
Contract Price with all Approved Change Orders: \$		Contract Due date with all approved Change Orders:		
RECOMMENDED:		APPROVED:	APPROVED:	
by	by	by	by	
PW Director	City Finance	City Manager	Contractor	

CONTRACTOR'S AFFIDAVIT

STATE OF:	
COUNTY OF:	
Before me, the undersigned, a(Notary Public, Justice of the Pe	race)
in and for said County and State personally appeared,(Individual, Partner, or duly authorized rep	
who, being duly sworn, according to law deposes and	says that the cost of labor, material, and
equipment and outstanding claims and indebtedness o	f whatever nature arising out of the
performance of the Contract between	
CITY OF PORTSMOUTH, NEW HAMPSHIRE	
and(Contractor)	
of	
Dated:	
has been paid in full for Construction of: Plains School Lead	d Hazard Reduction
	(Individual, Partner, or duly authorized representative of Corporate Contractor)
Sworn to and subscribed before me thisday of20	

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THES	E PRESENTS that	
(Contractor) of	, County of	and State of
	does he	ereby acknowledge
that	(C	Contractor)
has on this day had, and receive	red from the CITY OF PORTSMOUTH	NEW HAMPSHIRE, final and completed
payment for the Construction	of:	
Plains School Lead Haz	ard Reduction NOW THEREFORE,	the said
do/does by these presents Portsmouth, New Hamps arising from or in connect all, and all manners of ac dues, duties, sum and sur contracts, agreements, pre demand, whatsoever in la Hampshire, its successors successors and assigns) e (it, its successors and assigns)	tion with the said Contract dated _ tion and actions, cause and causes as of money, accounts, reckonings omises, variances, damages, judgm tw of equity, or otherwise, against as and assigns, which (I, my heirs, e	orever discharge the City of and from all claims and demands, and of and from of action and actions, suits, debts, s, bills, specifications, covenants, ments, extents, executions, claims and the City of Portsmouth, New executors, or administrators) (it, its v heirs, executors, or administrators) ave, for, upon or by reason of any
IN WITNESS WHEREOF,	Contractor:	
	By:	
print name of witness:	Its Duty Authoriz	ed
Dated:		

GENERAL REQUIREMENTS

SCOPE OF WORK

1. INTENT OF CONTRACT

The intent of the Contract is to provide for the construction and completion in every detail of the work described. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the terms of the Contract. The Contractor shall be required to conform to the intent of the plans and specifications. No extra claims shall be allowed for portions of the work not specifically addressed in the plans and specifications but required to produce a whole and complete project, such work will be considered subsidiary to the bid items.

2. INCIDENTAL WORK

Incidental work items for which separate payment is not measured includes, but is not limited to, the following items:

- a. Clean up
- b. Signs
- c. Mobilization/Demobilization (unless otherwise paid for)
- d. Restoration of property
- e. Cooperation with other contractors, abutters and utilities.
- f. Minor items such as replacement of fences, guardrails, rock wall, etc.
- g. Accessories and fasteners or components required to make items paid for under unit prices or lump sum items complete and functional.

3. ALTERATION OF PLANS OR OF CHARACTER OF WORK

The Owner reserves the right, without notice to Surety, to make such alterations of the plans or of the character of the work as may be necessary or desirable to complete fully and acceptably the proposed construction; provided that such alterations do not increase or decrease the contract cost. Within these cost limits, the alterations authorized in writing by the Owner shall not impair or affect any provisions of the Contract and such increases or decreases of the quantities as a result from these alterations or deletions of certain items, shall not be the basis of claim for loss or for anticipated profits by the contractor. The contractor shall perform the work as altered at the contract unit price or prices.

4. EXTRA WORK ITEMS

Extra work shall be performed by the Contractor in accordance with the specifications and as directed, and will be paid for at a price as provided in the Contract documents or if such pay items are not applicable than at a price negotiated between the contractor and the Owner or at the unit bid price. If the Owner determines that extra work is to be performed, a change order will be issued.

5. CHANGE ORDERS

The Owner reserves the right to issue a formal change order for any increase, decrease, deletion, or addition of work or any increase in contract time or price. The contractor shall be required to sign the change order and it shall be considered as part of the Contract documents.

6. FINAL CLEANING UP

Before acceptance of the work, the contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, temporary buildings, barricades and signs. All parts of the work shall be left in a neat and presentable condition. On all areas used or occupied by the contractor, regardless of the contract limits, the bidder shall clean-up all sites and storage grounds.

The items prescribed herein will not be paid for separately, but shall be paid for as part of the total contract price.

7. ERRORS AND INCONSISTENCY IN CONTRACT DOCUMENTS

Any provisions in any of the Contract Documents that may be in conflict with the paragraphs in these General Requirements shall be subject to the following order of precedence for interpretation.

- 1. Lead Exposure Hazard Reduction Plan will govern Standard Specifications.
- 2. Standard Specifications will govern Technical Specifications, and General Requirements.

CONTROL OF WORK

1. AUTHORITY OF ENGINEER

- (a) All work shall be done under supervision of the Engineer and to his satisfaction. The Engineer will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions that may arise as to the interpretation of the plans and specifications; and all questions as to the acceptable fulfillment of the Contract by the Contractor.
- (b) The Engineer will have the authority to suspend the work wholly or in part for such periods as he may deem necessary due to the failure of the Contractor to correct conditions unsafe for workers or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for conditions considered unsuitable for the prosecution of the work, including unfit weather; or for any other condition or reason deemed to be in the public interest. The Contractor shall not be entitled any additional payments arising out of any such suspensions.
- (c) The Owner reserves the right to demand a certificate of compliance for a material or product used on the project. When the certificate of compliance is determined to be unacceptable to the Engineer the Contractor may be required to provide engineering and testing services to guarantee that the material or product is suitable for use in the project, at its expense (see Sample of Certificate of Compliance).

2. PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPES

- (a) The Contractor shall use every precaution to prevent injury or damage to wires, poles, or other property of public utilities; trees, shrubbery, crops, and fences along and adjacent to the right-of-way, all underground structures such as pipes and conduits, within or outside of the right-of-way; and the Contractor shall protect and carefully preserve all property marks until an authorized agent has witnessed or otherwise referenced their location.
- (b) The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.
- (c) When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or as a result of the failure to perform work by the Contractor, the Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing rebuilding, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.
- (d) The Contractor shall paint with tree paint all scars made on fruit or ornamental trees by equipment, construction operations, or the removal of limbs larger than one inch in diameter. Damaged trees must be replaced if so determined by the City Arborist, in his or her sole discretion.
- (e) If the Contractor fails to repair, rebuild or otherwise restore such property as may be deemed necessary, the Owner, after 48 hours notice, may proceed to do so, and the cost thereof may be deducted from any money due or which may become due the Contractor under the contract.
- (f) It is the intent of the Parties that the Contractor preserve, to as great an extent as possible, the natural features of the site.

CONTROL OF WORK (continued)

3. MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the work during construction and until the project is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and workers to ensure that the structure is kept in satisfactory conditions at all times.

4. SAFETY PRECAUTIONS

Upon commencement of work, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions necessary to ensure the safety of employees on the site, other persons who may be affected thereby, including the public, and other property at the site or adjacent thereto.

5. PERMITS

It will be the responsibility of the Contractor to obtain all permits required for the operation of equipment in, or on, all city streets and public ways.

6. BARRICADES, WARNING SIGNS AND TRAFFIC OFFICERS

- (a) The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roadway closed to traffic shall be protected by effective barricades. Obstructions shall be illuminated during hours of darkness. Suitable warning signs shall be provided to control and direct traffic in a proper manner, as approved by the engineer.
- (b) The Contractor will be held responsible for all damage to the work from traffic, pedestrians, animals or any other cause due to lack of adequate controlling devices.
- (c) The Contractor shall provide such police officers or flaggers as the Engineer deems necessary for the direction and control of traffic within the site of project.

The work prescribed herein will not be paid for separately but will be paid for as part of the Contract Price unless specifically appearing as a bid item.

TEMPORARY FACILITIES

1. STORAGE FACILITIES

- (a) The Contractor shall not store materials or equipment in a public right-of-way beyond the needs of one working day. Equipment and materials shall be stored in an approved location.
- (b) The Contractor shall protect all stored materials from damage by weather or accident and shall insure adequate drainage at and about the storage location.
- (c) Prior to final acceptance of the work all temporary storage facilities and surplus stored materials shall be removed from the site.

2. SANITARY FACILITIES

- (a) The Contractor shall provide for toilet facilities for the use of the workers employed on the work.
- (b) Temporary toilet facilities may be installed provided that the installation and maintenance conform with all State and local laws, codes, regulations and ordinances governing such work. They shall be properly lit and ventilated, and shall be kept clean at all times.
 - (c) Prior to final acceptance of the work all temporary toilet facilities shall be removed from the site.

3. TEMPORARY WATER

(a) Water will be furnished by the Owner. Any connections to the water system shall be completed by the Contractor.

4. TEMPORARY ELECTRICITY

- (a) Electrical power will be furnished by the Owner for small tools only. All connections to the electrical system will be furnished by the Contractor.
 - 1. At the completion of the work, or when the above connections are no longer required, the Contractor shall remove all connections and leave the facilities in a condition at least as satisfactory as prior to the commencement of his/her work.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

AMOUNT OF INSURANCE

- A) Comprehensive General Liability:
 Bodily injury or Property Damage \$2,000,000
 Per occurrence and general aggregate
- B) Automobile and Truck Liability:
 Bodily Injury or Property Damage \$2,000,000
 Per occurrence and general aggregate

Coverage amounts may be met with excess policies

Additionally, the Contractor shall purchase and maintain the following types of insurance:

- A) Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of New Hampshire.
- B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.
- D) Pollution Liability Coverage

ADDITIONAL INSURED

All liability policies (including any excess policies used to meet coverage requirements) shall include the City of Portsmouth, New Hampshire as named Additional Insureds.

- 1) The contractor's insurance shall be primary in the event of a loss.
- 2) City of Portsmouth shall be listed as a Certificate Holder. The City shall be identified as follows:

City of Portsmouth Attn: Legal Department 1 Junkins Avenue Portsmouth, NH 03801

MEASUREMENT AND PAYMENT

1.BASE BID

- (a) Measurement for payment for construction of this project shall be on a lump-sum basis.
- (b) Payment- Payment of the lump-sum price under the Base Bid of the Proposal shall fully compensate the Contractor for furnishing all labor, materials, equipment and incidentals required for work described in the Lead Exposure Hazard Reduction Plan.
- (c) Contractor shall submit substantiated estimates for payment in an approved form at monthly intervals or when mutually agreed by Contractor and Engineer.

2. ADDITIONAL WORK

- (a) Increases or decreases in the quantities of certain classes of work, when ordered or approved in writing by the Engineer.
- (b)Additional Work, if any shall be performed at a mutually satisfactory price agreed upon between the Owner, Engineer and Contractor.

3. SUPPLEMTAL UNIT MEASUREMENT

- (a) All work completed under the contract will be measured according to the United States standard measure.
- (b) The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice. Unless otherwise stated all quantities measured for payment shall be computed or adjusted for "in place" conditions.
- (c) The term "lump sum" when used as an item of payment will mean complete payment for the work described in the item.
- (d) When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories, so as to provide the item complete and functional. Except as may be otherwise provided, partial payments for lump sum items will be made approximately in proportion to the amount of the work completed on those items.
- (e) Material wasted without authority will not be included in the final estimate.

2. SCOPE OF PAYMENT

- (a) The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials and for performing all work under the contract in a complete and acceptable manner and for all risk, loss, damage or expense of whatever character arising out of the nature of the work or the prosecution thereof.
- (b) The Contractor shall be liable to the Owner for failure to repair, correct, renew or replace, at his own expense, all damage due or attributable to defects or imperfections in the construction which defects or imperfections may be discovered before or at the time of the final inspection and acceptance of the work. (c) No monies, payable under the contract or any part thereof, except the first estimate, shall become due or payable if the Owner so elects, until the Contractor shall satisfy the Owner that the Contractor has fully settled or paid all labor performed or furnished for all equipment hired, including trucks, for all materials used, and for fuels, lubricants, power tools, hardware and supplies purchased by the Contractor and used in carrying out said contract and for labor and parts furnished upon the order of said Contractor for the

repair of equipment used in carrying out said contract; and the Owner, if he so elects, may pay any and all such bills, in whole or in part, and deduct the amount of amounts so paid from any partial or final estimate, excepting the first estimate.

3. COMPENSATION FOR ALTERED QUANTITIES

- (a) Except as provided for under the particular contract item, when the accepted quantities of work vary from the quantities in the bid schedule the Contractor shall accept as payment in full, so far as contract items are concerned, at the original contract unit prices for the accepted quantities of work done. No allowance will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly from such alterations or indirectly from unbalanced allocation among the contract items of overhead expense on the part of the Bidder and subsequent loss of expected reimbursements therefore or from any other cause.
- (b) Extra work performed will be paid for at the contract bid prices or at the price negotiated between the Owner and the Contractor if the item was not bid upon. If no agreement can be negotiated, the Contractor will accept as payment for extra work, cost plus 15% (overhead and profit). Costs shall be substantiated by invoices and certified payroll.

4. PARTIAL PAYMENTS

Partial payments will be made on a monthly basis during the contract period. From the total amount ascertained as payable, an amount equivalent to ten percent (10 %) of the whole will be deducted and retained by the Owner until such time as the work receives final acceptance.

5. FINAL ACCEPTANCE

Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer will make an inspection. If all construction provided for and contemplated by the contract is found complete to his satisfaction, this inspection shall constitute the final inspection and the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection.

If, however, the inspection discloses any work in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of such work, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

6. ACCEPTANCE AND FINAL PAYMENT

- (a) When the project has been accepted and upon submission by the Contractor of all required reports, completed forms and certifications, the Owner will review the final estimate of the quantities of the various classes of work performed. The Contractor may be required to certify that all bills for labor and material used under this contract have been paid.
- (b) The Contractor shall file with the Owner any claim that the Contractor may have regarding the final estimate at the same time the Contractor submits the final estimate. Failure to do so shall be a waiver of all such claims and shall be considered as acceptance of the final estimate. After approval of the final estimate by the Owner, the Contractor will be paid the entire sum found to be due after deducting all previous payments.

(c) All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

7. GENERAL GUARANTY AND WARRANTY OF TITLE

- (a) Neither the final certification of payment nor any provision in the contract nor partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express or implied warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The Owner will give notice of defective materials and work with reasonable promptness.
- (b) No material, supplies or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease purchase or other agreement by which an interest therein or in any part thereof is retained by the Seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have the right to a lien upon any improvements or appurtenances thereon.

Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontractors and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

8. NO WAIVER OF LEGAL RIGHTS

- (a) Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or be stopped from recovering from the Contractor or his Surety, or both, such overpayment as it may sustain by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.
- (b) The Contractor, without prejudice to the Contract shall be liable to the terms of the Contract, shall be liable to the Owner for latent defects, fraud or such gross mistakes as may amount to fraud, and as regards the Owner's right under any warranty or guaranty.

9. TERMINATION OF CONTRACTOR'S RESPONSIBILITY

Whenever the improvement provided for by the Contract shall have been completely performed on the part of the Contractor and all parts of the work have been released from further obligations except as set forth in his bond and as provided in Section 8 above.

TECHNICAL SPECIFICATIONS

SECTION 011100 SUMMARY

SECTION 024119 SELECTIVE DEMOLITION

SECTION 061000 ROUGH CARPENTRY

SECTION 092900 GYPSUM BOARD

ATTACHMENT A LEAD EXPOSURE HAZARD REDUCTION PLAN

SECTION 01 11 00 SUMMARY OF WORK

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. **Attachment A-** Lead Exposure Hazard Reduction Plan (LEHRP) by Integrated Lead Inspection Services, LLC, Revised October 30, 2016.

1.2 SUMMARY

- A. Remove and dispose:
 - 1. Wood trim and louvers
 - 2. Window sash
- B. Prep and Encapsulate
 - 1. Wainscoting and Plaster walls
 - a. Remove plywood infills and replace with gypsum wall board.
 - 2. Transom lights over entry doors
- C. Remove paint with chemical stripper
 - 1. Chalk tray millwork
- D. Prepare interior rooms for lead safe Clearance Test
- E. Secure building with plywood inserts in window openings.

1.3 WORK RESTRICTIONS

- A. On-Site Work Hours: work shall be completed between the hours of 7 AM and 6 PM.
- B. Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Engineer and Owner not less than three days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Owner's written permission.

1.4 MISCELLANEOUS PROVISIONS

A. Material safety data sheets shall be made available in accordance with OSHA requirements.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION Not Used.

END OF SECTION 011100

SECTION 024119 - SELECTIVE STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. Execute Abatement, Encapsulation and chemical stripping of interior components per direction of the Lead Hazard Reduction Plan, Attachment A:
 - 1. Remove and dispose of carpet, woodwork and windows containing lead based paint
 - 2. Encapsulate plaster and wainscot walls and transoms windows
 - 3. Chemically strip lead paint from chalk trays,
 - 4. Cover existing wood floor with 1/4" underlayment
- B. Remove and dispose of acoustical ceiling tile and grid
- C. Clean to achieve lead safe clearance.

1.2 SECTION REQUIREMENTS

- A. Items indicated to be removed and salvaged remain Owner's property. Remove, clean, and deliver to Owner's designated storage area.
- B. Comply with EPA regulations and hauling and disposal regulations of authorities having jurisdiction.
- C. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- D. It is not expected that hazardous materials will be encountered in the Work. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.
- E. Contractor shall follow EPA's Renovation, Repair and Painting Rule(40 CFR745), HUD Lead Safe Housing Rule, NH He-p 1600 rules and regulations and OSHA Lead in Construction 29 CFR 1926.62 & 29 CFR 1910.1025.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 DEMOLITION

- A. Maintain services/systems indicated to remain and protect them against damage during selective demolition operations. Before proceeding with demolition, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of the building.
- B. Locate, identify, shut off, disconnect, and cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.

Plains Schoolhouse

- C. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- D. Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain or construction being demolished.
- E. Provide temporary weather protection to prevent water leakage and damage to structure and interior areas. Furnish and install plywood infills in any through wall opening.
- F. Protect walls, ceilings, floors, and other existing finish work that are to remain. Erect and maintain dustproof partitions. Cover and protect furniture, furnishings, and equipment that have not been removed.
- G. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.
- H. Promptly remove demolished materials from Owner's property and legally dispose of them. Do not burn demolished materials.
- I. Contractor is responsible for cleaning of all work areas in preparation for a clearance examination per NH He-P 1608.12 which is to be performed by an independent party.

END OF SECTION 024119

SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Summary: Provide inserts and patch as required to make building weather tight after LEHRP.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: Provide dressed lumber, S4S, marked with grade stamp of inspection agency.
- B. Engineered Wood Products: Acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.

2.2 TREATED MATERIALS

- A. Preservative-Treated Materials: AWPA C2, except that lumber not in ground contact and not exposed to the weather may be treated according to AWPA C31 with inorganic boron (SBX).
 - 1. Use treatment containing no arsenic or chromium.
 - 2. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.
 - 3. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- B. Provide preservative-treated materials for the following:
 - 1. Wood members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - 2. Concealed members in contact with masonry or concrete.
 - 3. Wood framing members that are less than 18 inches (460 mm) above the ground.
 - 4. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 LUMBER

A. Dimension Lumber:

- 1. Maximum Moisture Content: 19 percent.
- 2. Non-Load-Bearing Interior Partitions: Construction or No. 2.
- 3. Framing Other Than Non-Load-Bearing Partitions: Construction or No. 2.
- 4. Exposed Framing: Provide material hand-selected for uniformity of appearance and freedom from characteristics, on exposed surfaces and edges, that would impair finish appearance, including decay, honeycomb, knot-holes, shake, splits, torn grain, and wane.
 - a. Species: As specified for framing other than non-load bearing partitions.
 - b. Grade: No. 2
- B. Exposed Boards: Eastern white, Idaho white, lodgepole, ponderosa, or sugar pine, Premium or 2 Common (Sterling): NeLMA, NLGA, WCLIB, or WWPA; with 19 percent maximum moisture content.

ROUGH CARPENTRY 061000 - 1

- C. Concealed Boards: Eastern softwoods, No. 3 Common: NELMA; with 19 percent maximum moisture content.
- D. Miscellaneous Lumber: Standard, Stud, or No. 3 grade with 19 percent maximum moisture content of any species. Provide for nailers, blocking, and similar members.

2.4 MISCELLANEOUS PRODUCTS

- A. Fasteners: Size and type indicated. Where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
 - 1. Power-Driven Fasteners: CABO NER-272.
 - 2. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.
- B. Metal Framing Anchors: Structural capacity, type, and size indicated.
 - Use anchors made from hot-dip galvanized steel complying with ASTM A 653/A 653M, G60 (Z180) coating designation for interior locations where stainless steel is not indicated.
 - 2. Use anchors made from stainless steel complying with ASTM A 666, Type 304 for exterior locations and where indicated.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Securely attach rough carpentry to substrates, complying with the following:
 - 1. CABO NER-272 for power-driven fasteners.
 - 2. Published requirements of metal framing anchor manufacturer.
 - 3. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings .

END OF SECTION 061000

ROUGH CARPENTRY 061000 - 2

SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Summary: Patch and tape plaster wall openings created by removal of painted plywood infills.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: Provide materials and construction identical to those tested in assemblies per ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.
- B. STC-Rated Assemblies: Provide materials and construction identical to those tested in assemblies per ASTM E 90 and classified per ASTM E 413 by a qualified independent testing and inspecting agency.

2.2 PANEL PRODUCTS

- A. Provide in maximum lengths available to minimize end-to-end butt joints.
- B. Interior Gypsum Board: ASTM C 1396/C 1396M, in thickness indicated, with manufacturer's standard edges, regular type unless otherwise indicated.

2.3 ACCESSORIES

- A. Trim Accessories: ASTM C 1047, formed from galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet. For exterior trim, use accessories formed from hot-dip galvanized-steel sheet, plastic, or rolled zinc.
 - 1. Provide cornerbead at outside corners unless otherwise indicated.
 - 2. Provide LC-bead (J-bead) at exposed panel edges.
 - 3. Provide control joints where indicated.
- B. Aluminum Accessories: Extruded-aluminum accessories indicated with manufacturer's standard corrosion-resistant primer.
- C. Joint-Treatment Materials: ASTM C 475/C 475M.
 - 1. Joint Tape: Paper unless otherwise recommended by panel manufacturer.
 - 2. Joint Compounds: Drying-type, ready-mixed, all-purpose compounds.
 - 3. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound].
 - 4. Cementitious Backer Unit Joint-Treatment Materials: Products recommended by cementitious backer unit manufacturer.
- D. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.

GYPSUM BOARD 092900 - 1

- 1. Adhesive shall have a VOC content of 50 g/L or less.
- 2. Adhesive shall comply with Green Seal's GS-36 and with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- E. Acoustical Sealant for Exposed and Concealed Joints: Nonsag, paintable, nonstaining latex sealant complying with ASTM C 834.
 - 1. Sealants shall have a VOC content of 250 g/L or less.
 - 2. Sealants shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install gypsum board to comply with ASTM C 840.
 - 1. Isolate gypsum board assemblies from abutting structural and masonry work. Provide edge trim and acoustical sealant.
 - 2. Single-Layer Fastening Methods: Fasten gypsum panels to supports with screws.
 - 3. Multilayer Fastening Methods: Fasten base layers and face layer separately to supports with screws.
- B. Fire-Resistance-Rated Assemblies: Comply with requirements of listed assemblies.
- C. Finishing Gypsum Board: ASTM C 840.
 - 1. At concealed areas, unless a higher level of finish is required for fire-resistance-rated assemblies, provide Level 1 finish: Embed tape at joints.
 - 2. At substrates for tile, provide Level 2 finish: Embed tape and apply separate first coat of joint compound to tape, fasteners, and trim flanges.
 - 3. Unless otherwise indicated, provide Level 4 finish: Embed tape and apply separate first, fill, and finish coats of joint compound to tape, fasteners, and trim flanges.
 - 4. Where indicated, provide Level 5 finish: Embed tape and apply separate first, fill, and finish coats of joint compound to tape, fasteners, and trim flanges. Apply skim coat to entire surface.

END OF SECTION 092900

GYPSUM BOARD 092900 - 2

20 Laurel Ave. Gilmanton, NH 03237 603-387-1258

Lead Exposure Hazard Reduction Plan

1 Plains Ave. Portsmouth, NH 03801



Prepared For:

City of Portsmouth, NH 1 Junkins Avenue Portsmouth, NH 03801

Phone: 603-610-7232

September 6, 2016

Prepared By:

Integrated Lead Inspection Services, LLC
20 Laurel Ave.
Gilmanton, NH 03237

Contact: Tom LeMien License # RA-63
(603)387-1258
tglemien@gmail.com

20 Laurel Avenue Gilmanton, NH 03237 603-387-1258 NH License # RA-63

Lead Exposure Hazard Reduction Plan

Lead Abatement Specifications

1 Plains Avenue Portsmouth, NH 03801

Property Owner: City of Portsmouth, NH

1 Junkins Avenue, Portsmouth, NH 03801

Date: 9/6/2016

The Lead Exposure Hazard Reduction Plan (LEHRP) was developed from the Full Lead Inspection/Risk Assessment performed by Thomas LeMien **dated 7/21/15**. Listed below are the required elements of the plan, licensure requirements of workers, notification requirements, abatement and or interim control methods, including encapsulants, preparation of work areas and clean-up requirements as applicable. The table at the end of this plan identifies rooms, components, locations, lead paint, lead paint hazards and specific control methods. This LEHRP includes all areas common to this building, as well as exterior areas, as applicable.

Please note that this LEHRP is based on the lead inspection report from above on the date the inspection was performed. The condition of leaded components are always subject to change over time due to temperature extremes, moisture and other variables. This LEHRP should be updated if significant time passes following the report. The contractor is responsible for meeting clearance standards, despite changing component conditions.

He-P 1608.05 Lead Exposure Hazard Reduction Plans (LEHRPs).

- (a) When an order of lead hazard reduction has been issued on the dwelling, dwelling unit or child care facility, a LEHRP shall be required before any lead hazard reduction work is performed.
- (b) A LEHRP shall be based on the performance and review of a full inspection conducted in accordance with He-P 1608.02.
- (c) A LEHRP shall be developed by a licensed risk assessor, a licensed lead inspector, a licensed lead abatement contractor, an owner-contractor, or an owner or any other person who has been granted a variance by the commissioner in accordance with He-P 1605.03.
- (d) If a LEHRP is developed by an owner or any other person who has been granted a variance by the commissioner, the LEHRP shall be approved by a licensed risk assessor or a licensed lead abatement contractor, prior to being implemented.
 - (e) At a minimum, the LEHRP shall contain the following:

20 Laurel Avenue Gilmanton, NH 03237 603-387-1258 NH License # RA-63

- (1) Actions to be taken to abate or manage by interim controls all lead exposure hazards identified in the full inspection;
- (2) Measures to be taken to ensure worker protection, including hazard recognition and control procedures;
- (3) Measures to be taken to ensure the protection of building occupants from exposure to any lead-based paint hazards by describing procedures that will be taken during all abatement, interim control, and in-place management work; and
- (4) Measures to isolate and contain all abatement and interim control areas to prevent the release of lead-based substances and to ensure compliance with He-P 1608.07 and He-P 1608.08.

Source. #5920, eff 1-1-95; amd by #6096, eff 9-22-95; ss by #7181, eff 12-24-99; ss by #7495, eff 5-23-01; ss by #8039, eff 2-13-04; ss by #8932, eff 7-6-07; ss by #9986, eff 9-1-11

He-P 1608.06 Notification.

- (a) When an order of lead hazard reduction has been issued by the commissioner pursuant to RSA 130-A:5 or RSA 130-A:7, or by a local health department pursuant to RSA 130-A:11, II, the owner, or, when applicable, the contractor, shall notify the department in writing using a "Notification of Work" form (January 2011 edition) developed by the department of the intended start and end date(s) of work at least 5 days before work begins.
- (b) Notification of changes to the start or end date(s) documented on the "Notification of Work" form shall be made by the owner or contractor as follows:
- (1) By contacting the department by telephone at least 48 hours before the new start or end date, and resubmit to the department another "Notification of Work" form within 48 hours of the telephone notification; or
- (2) By resubmitting to the department by facsimile or e-mail another "Notification of Work" form that meets the requirements set forth in this section.
- (c) The owner shall provide written notification to the occupants with access to common areas affected by the lead hazard reduction work at least 5 days in advance of the proposed lead hazard reduction work, that includes:
 - (1) Scheduled dates and work hours for the lead hazard reduction work;
 - (2) Identification of work site(s); and
 - (3) Information on the alternative entrance or exit to be used during the work.

Source. #5920, eff 1-1-95; amd by #6096, eff 9-22-95; ss by #7181, eff 12-24-99; ss by #7495, eff 5-23-01; ss by #8039, eff 2-13-04; ss by #8932, eff 7-6-07; ss by #9986, eff 9-1-11 (from He-P 1605.05)

20 Laurel Avenue Gilmanton, NH 03237 603-387-1258 NH License # RA-63

He-P 1609.02 Abatement Methods.

- (a) One or more of the following lead hazard reduction techniques shall be used on lead-based painted surfaces to meet abatement standards:
- (1) Removal of lead-based paint by:
- a. Removal and replacement of any component with a component that is free of lead-based substances; or
- b. Removal of the surface coating down to the substrate by:
- 1. Wet sanding;
- 2. Utilizing of non-flammable chemical strippers, which do not contain methylene chloride;
- 3. Removing the lead containing component for off-site stripping and then reinstalling;
- 4. Scraping with the aid of a caustic paint remover;
- 5. Misting the surface with water and wet scraping;
- 6. Controlled low-level heating element, which produces a temperature no greater than 700 degrees Fahrenheit;
- 7. Machine sanding using a sander equipped with a HEPA local vacuum exhaust sized to match the tool to feather edges and prepare substrate for repainting or sealing;
- 8. Machine planing using a planing tool equipped with a HEPA local vacuum exhaust sized to match the tool;
- 9. Abrasive blasting using a HEPA local vacuum exhaust sized to match the tool;
- 10. Dry scraping within 6 inches of an area that would present an electrical hazard if other methods were used; or
- 11. Any other method approved by the department through a variance in accordance with He-P 1605.03;
- (2) Application of an encapsulant product that is:
- a. Approved in accordance with He-P 1609.03(a);
- b. Used only on those surfaces specified by the manufacturer; and
- c. Applied in accordance with the manufacturer's instructions;

- (3) Enclosure of the surface so that no lead containing surface remains by:
- a. First labeling the surface to be enclosed with a warning, "Danger: Lead-Based Paint" written in permanent ink with lettering no less than one inch high horizontally and vertically approximately every 16 square feet on large components, such as walls and floors, and every 4 linear feet on small components, such as baseboards;
- b. Securely fastening and affixing all junctions of floors, walls, ceilings, and other joined surfaces by fastening with nails, screws or an adhesive recommended by the manufacturer for the covering so that the covering remains in place and the physical integrity of the covering remains intact to prevent removal, and then caulking and sealing all seams;
- c. Covering floor surfaces with wall to wall carpeting, vinyl flooring, ceramic tile, wood or stone, or similar durable material intended for use as flooring;
- d. Covering all other interior surfaces with wood, vinyl, aluminum, plastic or similar durable materials, except that vinyl wallpaper and plastic sheeting shall not be allowed;
- e. Covering walls or ceiling surfaces with gypsum board, fiberglass mats, vinyl wall coverings, formica, tile, paneling or other material that does not tear, chip or peel;
- f. Enclosing exterior surfaces with aluminum, vinyl siding, wood, concrete or similar durable material after covering with breathable building wrap; and
- g. Enclosing exterior trim with aluminum or vinyl coil stock;
- (4) Reversal of all component parts of a woodwork surface such that:
- a. No surface containing a lead exposure hazard remains exposed; and
- b. All seams are caulked and sealed; and
- (5) Permanent fastening of window sashes to eliminate friction surfaces if not otherwise prohibited by any state laws, rules or local ordinances for health, building and fire safety.
 - (b) The materials used in (a)(3) above shall:
- (1) Comply with all state laws, rules or local ordinances for health, building and fire safety; and
- (2) Only be used in places that the manufacturer intended them to be used.
 - (c) The following methods shall be prohibited when performing lead-based substance abatement:
- (1) Dry scraping or sanding except as allowed by (a)(1)b.11. above;
- (2) Dry sweeping of lead contaminated areas or surfaces;

- (3) Dry abrasive blasting using sand, grit or any other particulate without a HEPA local vacuum exhaust tool:
- (4) Utilizing mechanical sanding, planning, grinding or other removal equipment without a HEPA local vacuum exhaust tool:
- (5) Torch or open-flame burning;
- (6) Propane-fueled heat grids;
- (7) Heating elements operating above 700 degrees Fahrenheit;
- (8) Uncontained hydro blasting or high-pressure wash;
- (9) Use of methylene chloride or solutions containing methylene chloride in interior work areas; and
- (10) Encapsulants that have not been approved under He-P 1609.03(a).
- (d) The following precautions shall be used when conducting lead-based substance removal on properties listed in or determined eligible for the National Register of Historic Places:
- (1) When an orbital sander with a HEPA local vacuum exhaust sized to match the tool is used, such device shall be used only as a finishing or smoothing tool;
- (2) When a belt sander with a HEPA local vacuum exhaust sized to match the tool is used, such device shall be used only on flat surfaces; and
- (3) When abrasive blasting with a HEPA local vacuum exhaust sized to match the tool is performed, such method shall only be used on cast and wrought iron, steel or concrete substrates under the supervision of a professionally qualified art or architectural conservator.
- (e) When soil lead levels are equal to or greater than 5,000 parts per million (ppm), soil abatement shall occur by one of the following:
- (1) The contaminated soil shall be completely excavated to a depth of at least 6 inches and replaced with soil containing less than 200 ppm lead;
- (2) When the soil below 2 inches from the surface has been found to contain lead below 1,500 ppm, the contaminated soil shall be excavated to a depth of at least 2 inches, the remaining rototilled, and the excavated soil replaced with soil containing less than 200 ppm lead; or
- (3) The contaminated soil shall be completely enclosed with asphalt or concrete.
 - (f) During soil abatement:

20 Laurel Avenue Gilmanton, NH 03237 603-387-1258 NH License # RA-63

- (1) Surface run-off and the windblown spread of lead-contaminated soil shall be prevented by either:
- a. Keeping bare soil wet during the entire period of abatement; or
- b. Temporarily covering exposed sites with polyethylene sheeting with the covering secured in place at all edges and seams;
- (2) Soil removal activities shall not be conducted when:
- a. The constant wind speed exceeds 20 miles per hour; or
- b It is raining in such a manner as to create surface run-off of contaminated soil; and
- (3) All contaminated soil shall be disposed of in accordance with He-P 1608.11(e) and (f).

Source. #5920, eff 1-1-95; and by #6096, eff 9-22-95; ss by #7181, eff 12-24-99; ss by #7495, eff 5-23-01; ss by #8039, eff 2-13-04; ss by #8932, eff 7-6-07; ss by #9986, eff 9-1-11 (from He-P 1605.08)

He-P 1609.03 Encapsulant Products and Their Use.

- (a) Encapsulant products shall be approved in accordance with RSA 130-A:1, VII, or (p) and (q) below prior to their use.
- (b) Except for a licensed lead abatement contractor or owner-contractor, any person who wishes to use an encapsulant product shall request permission from the department in writing prior to initiating the work or activity and include a copy of the LEHRP describing the components that encapsulant products are requested to be used on.
 - (c) Encapsulant products shall be applied:
- (1) After passing substrate assessment testing using the "Pull-Off Tape Test for Adhesion" or the "Assessment of Painted Surfaces for Adhesion" (ASTM E 1796-03), for each architectural system, element or building component where an encapsulant product is to be used;
- (2) Only after all surface preparation, and any other phases of lead hazard reduction work, including painting, component removal or both, is complete;
- (3) In accordance with the manufacturer's criteria; and
- (4) In accordance with ASTM E 1796-03 Standard Guide for Selection and Use of Liquid Coating Encapsulation Products for Leaded Paint in Buildings.
 - (d) Encapsulant products shall not be used on any surface(s) that:
- (1) Fails the substrate assessments tests such as the "Pull-Off Tape Test for Adhesion" or the "Assessment of Painted Surfaces for Adhesion" (ASTM E 1796-03); or

(2)	Is not recommended for	encansulation	or restricted by	the	nroduct m	anufacturer
1	4)	is not recommended for	cheapsulation	or resurreted by	y uic	product II.	ianuracturer.

- (e) Surface preparation as described in (c)(2) shall include:
- (1) Cleaning and deglossing with a strong detergent or similar deglossing agent or by wet sanding, if necessary;
- (2) Making minor repairs such as filling holes with plaster or spackling; and
- (3) Paint stabilization of the interior, exterior or both, as described in He-P 1610.02, as required.
- (f) All encapsulant debris generated through the application process and any unused encapsulant not suitable for application shall be disposed of in accordance with the encapsulant manufacturer's instructions.
- (g) When encapsulant products have been used and the dwelling, dwelling unit or child care facility has no documentation of passing the substrate assessment or the substrate assessment test has been failed for any architectural system, element or building component, the risk assessor shall not issue a certificate of compliance abatement.
- (h) The owner shall perform a visual inspection of the encapsulated surfaces as recommended by the manufacturer and as follows:
- (1) 30 days after application;
- (2) 6 months after application;
- (3) Annually thereafter; and
- (4) Whenever there is a change in tenant occupancy.
- (i) The visual inspection required by (h) above shall determine whether the encapsulant has maintained its integrity and is not:
- (1) Cracked;
- (2) Peeling;
- (3) Sagging;
- (4) Bubbling;
- (5) Water damaged or evidencing other moisture related problems;
- (6) Blistering;

- (7) Open to the environment in a manner that could damage the encapsulated area; or
- (8) Otherwise altered in a manner which jeopardizes its protective qualities.
- (j) If signs of wear or deterioration, as described in (i) above, are found during the visual inspection, the owner shall visually inspect the encapsulated surfaces at least every 3 months for the next 6 months, then annually thereafter.
- (k) If the encapsulation fails to maintain its integrity or if repairs are needed and the affected area involves less than 6 square feet of surface, the repair shall be considered in-place management and shall be remedied in accordance with the encapsulant manufacturer's recommendations, He-P 1608, and He-P 1610.02 through He-P 1610.05.
- (l) When repairing a surface as described in (k) above, a property owner shall not engage in any practice prohibited under He-P 1609.02(c).
- (m) When a repair of the affected area involves more than 6 square feet of surface area, the property owner shall remedy in accordance with He-P 1608 and either He-P 1609 or He-P 1610, including the requirement for a clearance inspection with dust wipes for the area where work occurred.
- (n) In addition to the record keeping requirements of He-P 1608.15, the owner shall maintain the following records for the life of the encapsulant product:
- (1) Documentation of:
- a. The name of the encapsulant product applied;
- b. The results of the "Pull-Off Tape Test for Adhesion" or the "Assessment of Painted Surfaces for Adhesion" test (ASTM E 1796-03);
- c. The location of the encapsulant application; and
- d. The date of encapsulant application; and
- (2) Written documentation of the visual inspections required by (h) through (j) above.
 - (o) The owner shall make all records required by (n) above available to:
- (1) The commissioner upon request; and
- (2) An owner or entity upon the sale, lease, rental or transfer of interest in the dwelling, dwelling unit or child care facility.
- (p) The commissioner shall approve encapsulant products for lead hazard reduction work that have been tested and meet or exceed:

20 Laurel Avenue Gilmanton, NH 03237 603-387-1258 NH License # RA-63

- (1) ASTM E 1795-04, Standard Specification for Non-Reinforced Liquid Coating Encapsulation Products for Leaded Paint in Buildings; or
- (2) ASTM E 1797-04, Standard Specification for Reinforced Liquid Coating Encapsulation Products for Leaded Paint in Buildings.
- (q) Manufacturers shall submit the following documentation to the commissioner prior to the encapsulation product being approved:
- (1) Documentation in the form of a performance testing report showing:
- a. Compliance with the applicable ASTM standard;
- b. That all testing was conducted by an independent and National Voluntary Laboratory Accreditation Program (NVLAP) certified testing laboratory; and
- c. The minimum dry film thickness at which the lead encapsulant product meets or exceeds the requirements of the applicable ASTM standard in (p) above for interior and/or exterior use; and
- (2) Documentation showing that the encapsulation product:
- a. Is warranteed by the product manufacturer to perform for at least 20 years as a durable barrier between the lead-based paint and the environment in locations or conditions similar to those of the planned application; and
- b. Is formulated with an FDA-approved anti-ingestant ingredient which deters oral contact with the cured film and which discourages ingestion of delaminated coatings.

Source. #5920, eff 1-1-95; ss by #7181, eff 12-24-99; ss by #7495, eff 5-23-01; ss by #8039, eff 2-13-04; ss by #8932, eff 7-6-07; ss by #9986, eff 9-1-11 (from He-P 1605.09)

He-P 1608.07 Preparation of Interior Work Areas.

- (a) Prior to beginning any lead hazard control activity on the interior of any dwelling, dwelling unit or child care facility, all interior lead hazard reduction work areas shall be prepared in accordance with Table 8.1 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, June 2012, and the following requirements:
- (1) All plastic sheeting used in containment and barrier systems shall be polyethylene sheeting at least 6-mils thick, or an equivalent material intended to contain leaded dust and debris, and securely taped with waterproof tape;
- (2) All polyethylene sheeting and sealant materials shall:
- a. Be maintained to prevent the release of lead or lead-contaminated materials from the work areas;

- b. Remain in place and intact until clean-up for the preliminary inspection when one layer shall remain in place;
- c. Be removed before the final clearance inspection; and
- d. Be handled in accordance with He-P 1608.11;
- (3) All furniture and related movable and non-movable objects including, but not limited to, refrigerators, stoves and food preparation counters remaining in the work area, shall be covered with polyethylene sheeting and taped securely at all seams and at all junctures with the floor by waterproof tape;
- (4) When heating, ventilation or air conditioning (HVAC) intake or exhaust vents are located in a lead hazard reduction work area, the HVAC system shall be shut down in the work area and vents sealed with polyethylene sheeting and waterproof tape;
- (5) If a break or tear occurs in any polyethylene sheeting used to seal the HVAC system:
- a. The HVAC system at the site of the break shall be visually inspected by the person conducting the lead hazard reduction work; and
- b. Any visible lead contamination shall be cleaned by a cycle of vacuuming with a HEPA vacuum, wet washing with a general all-purpose or lead-specific cleaner, and a repeat HEPA vacuuming;
- (6) Floor sheeting shall comply with the following:
- a. Sheeting shall be sized to minimize seams;
- b. A minimum of 2 layers of 6-mil polyethylene sheeting, or an equivalent material intended to contain leaded dust and debris, and sealant materials shall be maintained to prevent the contamination of flooring with lead or lead-contaminated materials; and
- c. If a break or tear occurs in the bottom sheet of any polyethylene that is covering carpeting, the carpet shall be cleaned prior to the clearance inspection by:
- 1. A thorough vacuuming with a HEPA vacuum;
- 2. Shampoo or steam cleaning using a general all-purpose or lead-specific cleaner; and
- 3. A second vacuuming with a HEPA vacuum when the carpet is dry; and
- (7) A mini-containment area may be built by surrounding the work area with temporary walls to allow small areas to be addressed without contaminating the entire room.
- (b) Prior to removing lead-based substances or beginning any other lead hazard reduction work, warning signs shall be posted in accordance with the following:

20 Laurel Avenue Gilmanton, NH 03237 603-387-1258 NH License # RA-63

- (1) Signs shall be posted at all entrances and exits of the dwelling, dwelling unit or child care facility;
- (2) All signs shall be at least 8.5 inches by 14 inches, and include the phrase "Lead Hazard, Keep Out," in bold lettering at least 3/4 inches high; and
- (3) In common areas that are to be abated in dwellings occupied by 2 or more households or a child care facility, the signs shall be posted at all entrances and exits of the dwelling or child care facility and include the phrase, "Caution Lead Hazard, Do Not Remain in Work Area Unless Authorized" in bold lettering at least 3/4 inches high.
- (c) In addition to all of the requirements under (a) and (b) above, when removal of lead-based substances is used as an abatement method, a worker changing area shall be:
- (1) Set up adjacent to the abatement work area;
- (2) Constructed in accordance with Chapter 9 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, June 1995.(revised in 2012)
- (d) No person shall exit the abatement work area without removing his or her abatement work clothes, gloves, boot or shoe covers, and respirator in the designated changing area.
 - (e) The requirements of (c) and (d) above shall not apply when removal of lead-based substances:
- (1) Occurs on a surface of less than 15 linear feet of woodwork; or
- (2) Involves the repair of less than 20 square feet of plaster, gypsum board, or comparable material.

Source. #5920, eff 1-1-95; ss by #7181, eff 12-24-99; ss by #7495, eff 5-23-01; ss by #8039, eff 2-13-04; ss by #8932, eff 7-6-07; ss by #9986, eff 9-1-11 (from He-P 1605.10)

He-P 1608.08 Preparation of Exterior Work Areas.

- (a) Prior to beginning any lead hazard control activity on the exterior of any structure or dwelling, the area shall be prepared in accordance with Table 8.2 and Table 8.3 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, June 1995, and the following requirements:
- (1) All plastic sheeting used in containment and barrier systems shall be polyethylene sheeting at least 6-mils thick, or an equivalent material intended to contain leaded dust and debris, and secured with a minimum of waterproof tape;
- (2) All polyethylene sheeting and sealant materials shall be maintained to prevent the release of lead or lead-contaminated materials from the work areas;

20 Laurel Avenue Gilmanton, NH 03237 603-387-1258 NH License # RA-63

- (3) Cleanly laundered drop cloths may be used to cover grass, shrubbery, and other vegetation that may otherwise be damaged if plastic sheeting were used;
- (4) All lead substances and lead dust shall be contained in the work area by measures that include, but are not limited to, the following:
- a. Doors, windows, or other openings on the side of a building where any wet sanding, component removal, or other dust-generating exterior activity is planned shall be closed and sealed with polyethylene sheeting on the outside;
- b. The ground or floor surface under all work areas shall be covered with polyethylene sheeting or drop cloths as described in (3) above as follows:
- 1. When sheeting or a drop cloth is placed on the ground, it shall be raised at its edges at least 3 inches and shall extend out from the foundation at least 3 feet per story being abated, with a minimum of 5 feet and a maximum of 20 feet to contain all waste;
- 2. The sheeting or a drop cloth shall be securely fastened to the foundation or exterior wall and sealed with waterproof tape;
- 3. The sheeting or a drop cloth shall be sealed at all seams with waterproof tape; and
- 4. When sheeting is placed on an exterior floor, it shall be raised at its edges at least 3 inches to contain all waste and shall cover the entire floor; and
- c. If the constant wind speed is over 20 miles per hour, exterior abatement producing dry wastes or lead-containing dust shall not be performed unless vertical shrouds are constructed which contain all lead dust within an area where there is no public access; and
- (5) All exterior work areas shall be posted with the warning signs required under He-P 1608.07(b).

Source. #5920, eff 1-1-95; amd by #6096, eff 9-22-95; ss by #7181, eff 12-24-99; ss by #7495, eff 5-23-01; ss by #8039, eff 2-13-04; ss by #8932, eff 7-6-07; ss by #9986, eff 9-1-11 (from He-P 1605.11)

He-P 1608.11 Clean-up Requirements.

- (a) The lead abatement contractor, owner-contractor, lead abatement supervisor, or the person(s) granted a variance by the commissioner to perform lead hazard reduction work shall be responsible for the following:
- (1) All lead debris and lead contaminated materials shall be stored, managed, and disposed of in compliance with this section; and
- (2) At the end of each workday, daily clean-up of the work area and all other areas where lead dust or lead contaminated materials are present shall consist of:

- a. Removing all waste materials and debris generated by lead hazard reduction activities and securing in a designated storage area that is inaccessible to the public;
- b. Cleaning all horizontal surfaces with a HEPA vacuum;
- c. Inspecting polyethylene sheeting, and patching and repairing, if necessary; and
- d. Securing the area to ensure that unauthorized persons do not have access.
- (b) Daily clean-up of the interior shall not be required when all occupants, furnishings and belongings have been removed from the unit.
- (c) Prior to any preliminary clearance inspection, the lead abatement contractor, owner-contractor, lead abatement supervisor, or the person(s) granted a variance by the commissioner to perform lead hazard reduction work shall be responsible for the work areas being cleaned as follows:
- (1) All equipment used in lead hazard reduction work shall be cleaned with a general all-purpose or lead-specific cleaner or vacuumed with a HEPA vacuum prior to removal from the work area;
- (2) All polyethylene sheeting and covering shall be wet misted;
- (3) With the exception of the bottom layer of polyethylene covering the floor, all misted polyethylene shall be removed, with the sheeting used as a barrier to separate the contaminated area from uncontaminated areas being removed last;
- (4) The misted polyethylene shall be folded in upon itself to capture the dust, placed in a double 4-mil, single 6-mil or equivalent plastic bag, and removed from the lead hazard reduction work area in compliance with this section;
- (5) All lead-containing waste materials, including debris, used sealing tape, polyethylene sheeting, mop heads, sponges, air and vacuum filters, and disposable clothing, shall be placed in a double 4-mil, single 6-mil or equivalent container and disposed of in compliance with this section;
- (6) All surfaces in the lead hazard reduction work area or containment area shall be cleaned by a cycle of HEPA vacuuming, wet washing with a general all-purpose or lead-specific cleaner and a repeat HEPA vacuuming; and
- (7) The sequence of vacuuming, wet cleaning and vacuuming laid out in (6) above shall be repeated until no visible dust or residue is left in the containment area.
- (d) Upon completion of lead hazard reduction work in the interior areas of a dwelling, dwelling unit or child care facility, the area shall be cleaned as follows:
- (1) A final clean-up shall be conducted no sooner than one hour after the completion of lead hazard reduction work or surface preparation for repainting or sealing of lead-based substances;

20 Laurel Avenue Gilmanton, NH 03237 603-387-1258 NH License # RA-63

- (2) The final clean-up shall be performed in accordance with (c) above;
- (3) All polyethylene sheeting covering the floor shall be completely removed; and
- (4) All rugs, carpets or other fabric surfaces shall be steam cleaned.
- (e) All wastes generated by lead hazard reduction work, including wastes generated during clean-up and preparation, shall be tested, stored, transported, managed, and disposed of in compliance with federal requirements under the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. 6901 to 6992k, RSA 147-A, and Env-Wm 400 and Env-Wm 600.
- (f) In addition to the requirements of (e) above, each owner-contractor or lead abatement contractor engaged in a lead hazard reduction project shall remove all lead-containing waste material from the site not later than 48 hours after completion of the final clean-up required above.

Source. #9986, eff 9-1-11 (from He-P 1605.12)

He-P 1608.12 Clearance Inspections.

- (a) Preliminary and final clearance inspections shall be conducted by a licensed lead inspector or risk assessor who:
- (1) Has not performed the lead hazard reduction work;
- (2) Has not been paid, employed, or otherwise compensated by anyone performing or involved in the lead hazard reduction work or the company for which the person is affiliated, unless the owner or their agent is acting as the owner-contractor;
- (3) Is not an employee of the owner, or the owner, of the dwelling, dwelling unit, or child care facility at which the clearance inspection is being conducted; and
- (4) Does not have a financial or other interest, direct or indirect, in the dwelling, dwelling unit, or child care facility at which the clearance inspection is being conducted.
- (b) A preliminary clearance inspection shall be conducted when removal of the component(s) or surface coatings is completed but before the painting of the component(s).
 - (c) A preliminary clearance inspection shall consist of a visual inspection to confirm that:
- (1) All components to be replaced have been removed;
- (2) All lead hazard coatings requiring removal have been removed to the bare substrate and surfaces prepared for repainting or sealing;
- (3) One layer of sheeting remains on the floor;

- (4) Areas within the work area are visibly free of dust and debris; and
- (5) Other surfaces requiring lead hazard reduction have been addressed.
- (d) The passing of a preliminary clearance inspection shall be documented on the LEHRP and access log maintained at the property and shall include:
- (1) The name and license number of the person performing the preliminary clearance inspection;
- (2) The date of the inspection; and
- (3) Documented on the LEHRP only, the rooms or areas that were inspected.
- (e) Upon passing a preliminary clearance inspection, non-licensed workers shall be permitted to repaint the old components or replace the removed components with new components.
- (f) A final clearance inspection shall be conducted after completion of lead hazard reduction work on the interior or exterior of a dwelling, dwelling unit or child care facility, including:
- (1) A visual assessment, described in (g)–(i) below;
- (2) Surface dust sample collection and analysis, described in (j), (k) and (n) below; and
- (3) If lead hazard reduction work has occurred on lead-contaminated soil, soil inspection and soil sample collection and analysis, described in (m) and (n) below.
 - (g) When conducting a final clearance inspection, the lead inspector or risk assessor shall:
- (1) Visually examine all surfaces previously identified as a lead-based substance or a lead exposure hazard in any lead inspection report, or presumed to be a lead-based substance or lead exposure hazard, to determine if:
- a. All lead exposure hazards have been abated in accordance with He-P 1608 and He-P 1609 or managed through interim controls in accordance with He-P 1608 and He-P 1610;
- b. All surfaces that had been stripped to the bare substrate have been recoated in accordance He-P 1610.02(e)(5)-(7) and (f)(4);
- c. There has not been a change in condition or function that would create a lead exposure hazard; and
- d. All visible dust and debris have been removed;
- (2) Visually examine all other surfaces in the work areas and areas within 5 feet of the designated work area to ensure that no visible dust or debris is present;

- (3) Visually examine the grounds around the dwelling, dwelling unit or child care facility to ensure that all waste and debris have been removed, and that leaded dust or paint chips were not transferred outside; and
- (4) Review the results of the "Pull-Off Tape Test for Adhesion" or the "Assessment of Painted Surfaces for Adhesion" (American Society for Testing and Materials (ASTM) E 1796-03) as described in He-P 1609.03(c)–(g), to verify the proper number of tests were performed and all surfaces encapsulated were tested and passed if an encapsulant product was used.
- (h) If the lead inspector or risk assessor determines through the visual assessment required in (g) above that lead exposure hazards, visible dust or debris remain in the work area or adjacent areas:
- (1) The clearance inspection procedure shall halt;
- (2) The dwelling, dwelling unit or child care facility shall fail the clearance inspection;
- (3) The inspector or risk assessor shall immediately notify the lead abatement contractor and the owner or owner's agent verbally, and in writing within 24 hours of the inspection, of the failure and the reasons for the failure; and
- (4) After the dwelling, dwelling unit or child care facility has been re-cleaned, another final clearance inspection, conducted in accordance with (f) above, shall be performed.
- (i) If, during a second or subsequent final clearance inspection, the lead inspector or risk assessor determines through the visual assessment required in (g) above, that lead exposure hazards, visible dust or debris remain in the work area or adjacent areas and finds that a lead exposure hazard still exists:
- (1) The lead inspector or risk assessor shall immediately notify the department, the lead abatement contractor, and the owner or owner's agent verbally, and in writing within 24 hours of the inspection, of the failure and the reasons for the failure; and
- (2) The lead abatement contractor or the person performing the lead hazard reduction work shall reimburse the owner for the cost of all future clearance inspections and sample testing.
- (j) If the lead inspector or risk assessor determines through the visual assessment required in (g) above that all lead exposure hazards have been controlled and there is no visible dust or debris remaining in the work area or adjacent areas, the lead inspector or risk assessor shall:
- (1) Allow at least 24 hours after the completion of repainting or varnishing before collecting surface dust wipe samples; and
- (2) Allow at least one hour after final clean-up activities have been completed before collecting surface dust wipe samples.
- (k) Dust wipe samples shall be collected as follows:

- (1) When lead hazard reduction work has occurred and there were no designated non-work areas, dust wipe samples shall be collected from at least one windowsill, one window well, and the floor as follows:
- a. In at least 4 rooms of the dwelling unit if there are 4 or more rooms; and
- b. In all rooms of the dwelling unit if there are less than 4 rooms;
- (2) When lead hazard reduction work has occurred where there was designated work and non-work areas, dust wipe samples shall be collected as follows:
- a. From a windowsill, a window well, and a floor, in up to 4 treated rooms; and
- b. One floor sample shall be collected from outside the containment area located in the main traffic pathway and within 10 feet of the doorway entering the work area;
- (3) In addition to (1) and (2) above, the following samples shall be taken in the common areas:
- a. One dust wipe sample from the floor for every 2,000 square feet;
- b. One dust wipe sample from outside the containment area; and
- c. Dust wipe samples as requested by the department based on findings of a compliance inspection conducted in accordance with He-P 1605.04;
- (4) When lead hazard reduction work has occurred on an exterior surface(s), a dust wipe sample shall be taken from:
- a. An exterior window sill on each floor where exterior work was performed plus an additional window well from a lower floor; and
- b. An adjacent horizontal surface in the outdoor living area, including but not limited to a porch floor, railing, exterior sill or stoop; and
- (5) When lead hazard reduction work has occurred in a multi-family dwelling with similarly constructed and maintained dwelling units, random sampling shall be conducted in accordance with 40 CFR Part 745.227(e)(9)(i)-(iii) (April 8, 2004 edition).
- (l) Notwithstanding (k) above, when the purpose of the final clearance inspection is to issue a subsequent certificate of compliance interim controls for the interior and interior common areas in accordance with He-P 1610.06(a) and when renovation, remodeling or other dust generating activities have not occurred, dust wipe samples shall be collected from a windowsill, a window well, and a floor, in no more than 3 areas where a child would likely spend time.

20 Laurel Avenue Gilmanton, NH 03237 603-387-1258 NH License # RA-63

Worker / Occupant Protection Requirements

- 1. The Contractor shall adhere to OSHA CFR 1926.62 and He-P 1600 to ensure worker protection, which shall include hazard recognition and control procedures.
- 2. The Contractor shall protect building occupants during abatement activities from exposure to any lead-based paint hazards through isolation and containment of all work areas according to He-P 1608.07 and He-P 1608.08 above.
- 3. Listed in the attached report are the abatement/Interim control recommendations for each area and component or system. Note that encapsulants are recommended where appropriate, following approved variance (if applicable) and completion of Lead Paint Surface / Substrate Assessment Form. The top of page describes the room or area tested. The "Component" column lists components found to have leaded Components or Lead Exposure Hazards. The "Location" column identifies the component location from the inspection report. The "Abatement/IC Method" column identifies the method to be used.

Disclaimer

The LEHRP does not promote or authorize any work beyond the LEHRP or where a specific license is required. This includes but is not limited to plumbing, electrical, heating, gas, public utilities including phone, cable.

This Lead Exposure Hazard Reduction Plan has been approved by:

Thous & Min

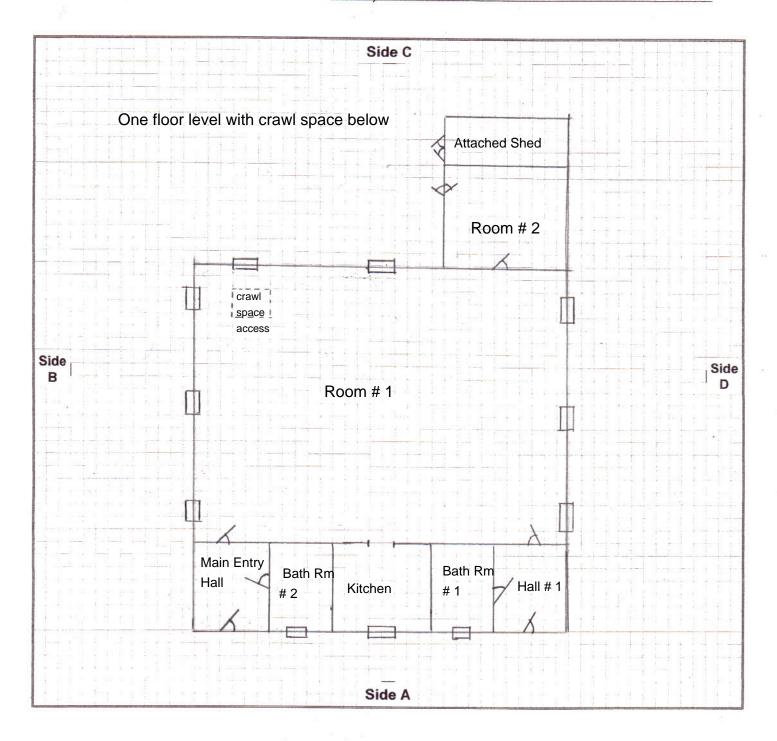
Thomas LeMien, NH Risk Assessor Lic. # RA-63

Date: 9/6/16

LEHRP NOTES

- 1. Removal of the acoustical ceiling may expose lead paint and lead paint hazards. Assume lead paint or additional testing can be done at the preliminary inspection.
- 2. Removal of carpets may expose lead paint and lead paint hazards. Assume lead paint or additional testing can be done at preliminary inspection.
- 3. Exterior upper trim requires contractors to perform (X) Cut and Adhesion tests. Test results and encapsulant documentation due at clearance inspection.

Portsmouth, NH 03801



	Bathroom 1												
		<u>LEAD</u>	<u>HAZARD</u>	SUB-	ABATE				<u>LEAD</u>	<u>HAZARD</u>	SUB-	<u>ABATE</u>	
<u>SIDE</u>	COMPONENT	mg/cm2	<u>TYPE</u>	<u>STRATE</u>	<u>DATE</u>	ABATE METHOD	<u>SIDE</u>	COMPONENT	mg/cm2	<u>TYPE</u>	<u>STRATE</u>	<u>DATE</u>	ABATE METHOD
Α	UP/LOW WALL	-0.2					Α	WINDOW SILL	-0.1				
В	UP/LOW WALL	-0.3						WINDOW APRON	-0.3				
С	UP/LOW WALL	-0.3						WINDOW CASING	-0.1				
D	UP/LOW WALL	-0.3						INTERIOR STOPS	0.0				
Α	CEILING	0.0						INTERIOR SASHES	0.1				
	FLOOR	-0.3						WINDOW WELL	-				
D	DOOR	9.9	D F/I	wood		replace							
	DOOR CASINGS	1.1	D	wood		replace							
	DOOR JAMB	9.9	D F/I	wood		replace							
	THRESHOLD	-0.2											
None	CLOSET DOOR						None	VANITY DOOR					
	CL.DOOR CASINGS							VANITY EXT WALL					
	CL. DOOR JAMB							VANITY INT WALL					
	CL. THRESHOLD							VANITY DRAWS					
	SHELVING							VANITY SHELF					
	SHELF SUPPORTS												
	CL. BASEBOARD												
	CL. FLOOR							SINK	9.9	D	Cast Iron		replace
	CL. WALLS												
	BASEBOARD	1.0	D CH	wood		replace							
Cx2	Upper/Lower vent	1.1	D	wood		replace							
	vents listed in rm1												

Comments: Red= Dangerous levels of lead based paint and component listed is a lead based paint hazard at the time of inspection.

N/A= Not accessible and must be assumed to be lead based paint and a lead based paint hazard.

	Bathroom 2												
		<u>LEAD</u>	<u>HAZARD</u>	SUB-	<u>ABATE</u>				<u>LEAD</u>	<u>HAZARD</u>	SUB-	<u>ABATE</u>	
<u>SIDE</u>	COMPONENT	mg/cm2	<u>TYPE</u>	<u>STRATE</u>	<u>DATE</u>	ABATE METHOD	<u>SIDE</u>	COMPONENT	mg/cm2	<u>TYPE</u>	<u>STRATE</u>	<u>DATE</u>	ABATE METHOD
Α	UP/LOW WALL	-0.2					Α	WINDOW SILL	0.5				
В	UP/LOW WALL	-0.0						WINDOW APRON	-				
С	UP/LOW WALL	-0.2						WINDOW CASING	-				
D	UP/LOW WALL	-0.2						INTERIOR STOPS	-0.2				
Α	CEILING	-0.3						INTERIOR SASHES	0.5				
	FLOOR	0.0											
В	DOOR	9.9	D F/I	wood		replace							
	DOOR CASINGS	1.2	D	wood		replace							
	DOOR JAMB	9.9	D F/I	wood		replace							
	THRESHOLD	-0.2											
None	CLOSET DOOR						None	VANITY DOOR					
	CL.DOOR CASINGS							VANITY EXT WALL					
	CL. DOOR JAMB							VANITY INT WALL					
	CL. THRESHOLD							VANITY DRAWS					
	SHELVING							VANITY SHELF					
	SHELF SUPPORTS												
	CL. BASEBOARD												
	CL. FLOOR						D	SINK	9.9	D	cast iron		replace
	CL. WALLS												
	BASEBOARD	1.2	D CH	wood		replace							
CX2	upper /Lower vent	2.3	D	wood		replace							
	vents listed in rm1												
ВС	Plumbing Pipe	0.4											

	KITCHEN	1											
		LEAD	HAZARD	SUB-	ABATE				LEAD	<u>HAZARD</u>	SUB-	<u>ABATE</u>	
<u>SIDE</u>	COMPONENT	mg/cm2	<u>TYPE</u>	<u>STRATE</u>	<u>DATE</u>	ABATE METHOD	<u>SIDE</u>	COMPONENT	mg/cm2	<u>TYPE</u>	<u>STRATE</u>	<u>DATE</u>	ABATE METHOD
Α	UP/LOW WALL	6.2/9.9	D	Plas./W		replace	Α	WINDOW SILL	9.9	D	wood		replace
В	UP/LOW WALL	6.2/9.9	D	Plas./W		replace		WINDOW APRON	9.9	D	wood		replace
С	UP/LOW WALL	6.2/9.9	D	Plas./W		replace		WINDOW CASING	9.9	D	wood		replace
D	UP/LOW WALL	6.2/9.9	D	Plas./W		replace		INTERIOR STOPS	9.9	D F/I	wood		replace
Α	CEILING	-0.3						INTERIOR SASHES	9.9	D F/I	wood		replace
	FLOOR	0.0						WINDOW WELL	N/A	D			
С	DOOR	-											
	DOOR CASINGS	-											
	DOOR JAMB	7.9	D	wood		replace							
nosing	THRESHOLD	2.8	D F/I	wood		replace							
Attic	DOOR	-0.3											
	DOOR CASINGS	None											
	DOOR JAMB	-0.3											
	DOOR												
	DOOR CASINGS												
	DOOR JAMB						J	shelf supports	2.1	D	wood		replace
	THRESHOLD						В	UPPER CAB.SHELVES	2.8	D F/I	wood		replace
							None	LOW CAB. FRAME					
								LOWER CAB. DOOR					
	no closets							LOW CAB. WALLS					
								LOW CAB. SHELVES					
								LOW CAB. DAWERS					
	BASEBOARD	-0.2											
	Į	-										ļ	

Comments: Red= Dangerous levels of lead based paint and component listed is a lead based paint hazard at the time of inspection.

N/A= Not accessible and must be assumed to be lead based paint and a lead based paint hazard.

	HALL #1												
<u>SIDE</u>	COMPONENT	LEAD mg/cm2	HAZARD TYPE	SUB- STRATE	ABATE DATE	ABATE METHOD	<u>SIDE</u>	COMPONENT	LEAD mg/cm2	HAZARD TYPE	SUB- STRATE	ABATE DATE	ABATE METHOD
Α	UP/LOW WALL	9.9/9.9	D	pl./W		replace							
В	UP/LOW WALL	9.9/9.9	D	pl./W		replace							
С	UP/LOW WALL	9.9/9.9	D	pl./W		replace							
D	UP/LOW WALL	9.9/9.9	D	pl./W		replace							
Α	CEILING	-0.3											
	FLOOR	-0.3											
Α	DOOR secured	NA				replace							
	DOOR CASINGS	9.9	D F/I	wood		replace							
	DOOR JAMB	NA				replace							
	THRESHOLD	NA				replace							
В	DOOR	9.9	D F/I	wood		replace							
to Bath	DOOR CASINGS	9.9	D	wood		replace							
Room	DOOR JAMB	9.9	D F/I	wood		replace							
	THRESHOLD	-0.2											
С	DOOR	9.9	D F/I	wood		replace							
	DOOR CASINGS	9.9	D	wood		replace							
	DOOR JAMB	9.9	D F/I	wood		replace							
	THRESHOLD	-0.1											
							D	SHELVING	-0.3				
							D	SHELF SUPPORTS	5.1	D			replace
	BASEBOARD	9.9	D	wood		replace							

main Entry Hall												
			SUB-	ABATE				<u>LEAD</u>	HAZARD	SUB-	ABATE_	
					_	<u>SIDE</u>	COMPONENT	mg/cm2	IYPE	SIKATE	DATE	ABATE METHOD
	9.9/9.9		1		replace							
	9.9/9.9				replace							
UP/LOW WALL	9.9/9.9	D	Plas./w		replace							
UP/LOW WALL	9.9/9.9	D	Plas./w		replace							
CEILING	-0.3											
FLOOR	cov		carpet									
DOOR	-0.2											
DOOR CASINGS	9.9	D	wood		replace							
DOOR JAMB	9.9	D F/I	wood		replace							
THRESHOLD	0.0											
DOOR	9.9	D F/I	wood		replace							
DOOR CASINGS	9.9	D	wood		replace							
DOOR JAMB	9.9	D F/I	wood		replace							
THRESHOLD	-0.3											
						В	SHELVING	0.0				
						В		9.9	D F/I	wood		replace
									·			
BASEBOARD	9.9	D	wood		replace							
					-141							
	COMPONENT UP/LOW WALL UP/LOW WALL UP/LOW WALL CEILING FLOOR DOOR DOOR CASINGS DOOR JAMB THRESHOLD DOOR DOOR CASINGS DOOR CASINGS	COMPONENT UP/LOW WALL UP/LOW	COMPONENT LEAD mg/cm2 mg/cm2 HAZARD TYPE UP/LOW WALL 9.9/9.9 D CEILING -0.3 -0.2 DOOR -0.2 D DOOR CASINGS 9.9 D F/I DOOR DOOR 9.9 D F/I DOOR JAMB 9.9 D F/I THRESHOLD -0.3 -0.3 THRESHOLD	COMPONENT LEAD mg/cm2 HAZARD TYPE SUBSTRATE UP/LOW WALL 9.9/9.9 D Plas./w CEILING -0.3 - carpet DOOR -0.2 - carpet DOOR -0.2 D wood DOOR JAMB 9.9 D F/I wood DOOR 9.9 D F/I wood DOOR CASINGS 9.9 D F/I wood DOOR JAMB 9.9 D F/I wood THRESHOLD -0.3 - - THRESHOLD	COMPONENT LEAD mg/cm2 HAZARD TYPE SUB-STRATE ABATE DATE UP/LOW WALL 9.9/9.9 D Plas./w UP/LOW WALL UP/LOW WALL 9.9/9.9 D Plas./w UP/LOW WALL UP/LOW WALL Plas./w UP/LOW WALL UP/LOW WAL	COMPONENT LEAD mg/cm2 HAZARD TYPE SUB-STRATE ABATE DATE ABATE METHOD UP/LOW WALL 9.9/9.9 D Plas./w replace CEILING -0.3 -0.3 -0.2 -0.2 DOOR cov carpet -0.2	LEAD MR/CM2 TYPE STRATE DATE ABATE ABATE METHOD SIDE	LEAD mg/cm2 TYPE STRATE DATE ABATE DATE ABATE DATE ABATE DATE ABATE DATE ABATE METHOD SIDE COMPONENT	LEAD HAZARD TYPE STRATE DATE DAT	COMPONENT MR/CM2 MAZARD SUB: STRATE DATE ABATE ABATE MATE MAT	COMPONENT MaZARD MAZARD SIBATE STRATE DATE STRATE DATE DATE MAZARD MAZA	NAME STRATE SAME STRATE STRAT

	Room 1	1											
		<u>LEAD</u>	<u>HAZARD</u>	SUB-	<u>ABATE</u>				<u>LEAD</u>	<u>HAZARD</u>	SUB-	ABATE_	
<u>SIDE</u>	COMPONENT	mg/cm2	<u>TYPE</u>	STRATE	<u>DATE</u>	ABATE METHOD	<u>SIDE</u>	COMPONENT	mg/cm2	<u>TYPE</u>	<u>STRATE</u>	<u>DATE</u>	ABATE METHOD
A	UP/LOW WALL	1.9/9.9	D	Plas./w		replace							
В	UP/LOW WALL	9.9/9.9	D	Plas./w		replace							
С	UP/LOW WALL	-0.4		Panel/W									
D	UP/LOW WALL	-0.4/9.9	D	Plas./w		replace							
Α	CEILING	cov		drop clg									
	FLOOR	cov		carpet									
AX3	DOOR	9.9	D F/I	wood		replace							
	DOOR CASINGS	9.9	D	wood		replace							
A2 no Door	DOOR JAMB	9.9	D F/I	wood		replace							
A2 Thr. 3.3	THRESHOLD	-0.3											
С	DOOR	-0.1											
	DOOR CASINGS	9.9	D	wood		replace							
	DOOR JAMB	4.0	D F/I	wood		replace							
	THRESHOLD	0.5											
Access	flooring at fl access	2.1	D F/I	wood		replace/cover							
crawl							AX4	upper / Low vents	9.9	D	wood		replace
space													
ВС							ВС	concrete floor pad	-0.2				
BCD	WINDOW SILL	9.9	D	wood		replace	ABCD	Chair Rail/ chalk tray	9.9	D CH	wood		replace
X8	WINDOW APRON	9.9	D	wood		replace							
windows	WINDOW CASING	9.9	D	wood		replace	CD	Shelving	1.4	D CH	wood		replace
2 over 2	INTERIOR STOPS	9.9	D F/I	wood		replace							
	INTERIOR SASHES	9.9	D F/I	wood		replace							
Assume	WINDOW WELL	NA	D	wood		replace	D	Masonry	-0.4				
	CROWN MOLD	None											
	BASEBOARD	9.9	D F/I	wood		replace	ABCD	wood above chalk b	9.9	D	wood		remove
	RADIATOR	None											

	ROOM: 2												•
		<u>LEAD</u>	HAZARD	SUB-	<u>ABATE</u>				<u>LEAD</u>	<u>HAZARD</u>	SUB-	<u>ABATE</u>	
	COMPONENT	mg/cm2	<u>TYPE</u>	<u>STRATE</u>	<u>DATE</u>	ABATE METHOD	<u>SIDE</u>	COMPONENT	mg/cm2	<u>TYPE</u>	<u>STRATE</u>	DATE	ABATE METHOD
Α	UP/LOW WALL	NC											
	UP/LOW WALL	NC											
	UP/LOW WALL	NC											
D	UP/LOW WALL	NC											
Α	CEILING	NC											
	FLOOR	NC											
Α	DOOR	-0.2											
	DOOR CASINGS	0.5											
	DOOR JAMB	5.0	D F/I	wood		replace							
	THRESHOLD	0.4											
В	DOOR	-0.2											
	DOOR CASINGS	-0.2											
	DOOR JAMB	-0.1											
	THRESHOLD	-0.3											
							BD	Shelving	NC				
							С	2X4 cleat/ Nailer	0.3				
		1											
		1											
		1											
		1											
		1											
С	Cabinet	0.2											
-	BASEBOARD	None											
	D. ISEBOAND	THORIC .											

	Attached shed	1											
		<u>LEAD</u>	<u>HAZARD</u>	SUB-	ABATE				LEAD	<u>HAZARD</u>	SUB-	ABATE	
<u>SIDE</u>	COMPONENT	mg/cm2	<u>TYPE</u>	<u>STRATE</u>	<u>DATE</u>	ABATE METHOD	SIDE	COMPONENT	mg/cm2	<u>TYPE</u>	<u>STRATE</u>	DATE	ABATE METHOD
Α	UP/LOW WALL	NC					None	WINDOW SILL					
В	UP/LOW WALL	NC						WINDOW APRON					
С	UP/LOW WALL	NC						WINDOW CASING					
D	UP/LOW WALL	NC						INTERIOR STOPS					
Α	CEILING	NC						INTERIOR SASHES					
	FLOOR	Dirt						WINDOW WELL					
В	DOOR	0.0											
	DOOR CASINGS	-						WINDOW SILL					
	DOOR JAMB	NC						WINDOW APRON					
								WINDOW CASING					
	DOOR							INTERIOR STOPS					
	DOOR CASINGS							INTERIOR SASHES					
	DOOR JAMB							WINDOW WELL					
	THRESHOLD												
	DOOR							WINDOW SILL					
	DOOR CASINGS							WINDOW APRON					
	DOOR JAMB							WINDOW CASING					
	THRESHOLD							INTERIOR STOPS					
	DOOR							INTERIOR SASHES					
	DOOR CASINGS							WINDOW WELL					
	DOOR JAMB												
	THRESHOLD						None	CLOSET DOOR					
Nine	WINDOW SILL							CL.DOOR CASINGS					
	WINDOW APRON							CL. DOOR JAMB					
	WINDOW CASING							CL. THRESHOLD					
	INTERIOR STOPS							SHELVING					
	INTERIOR SASHES							SHELF SUPPORTS					
	WINDOW WELL							CL. BASEBOARD					
								CL. FLOOR					
								CL. WALLS					
								closet pole					

Exteriors Brick Building

	EXTELLORS		_					1	1	lunan so	1		
EXTERIOR			HAZARD TYPE		ABATE		EXTERIOR SIDE		LEAD	HAZARD TYPE		BATE	
<u>SIDE</u>	COMPONENT		ITPE	SIRATE	<u>DATE</u>	ABATE METHOD		<u>COMPONENT</u>	mg/cm2		STRATE D	ATE	ABATE METHOD
ABCD	SIDING	NC		Brick			DX3	WINDOW SILL	NA	D	wood		replace
	CORNER BRDS							WIN. CASINGS	NA	D	wood		replace
	LOWER TRIM							WIN. SASHES	NA	D F/I	wood		replace
ABCD	UPPER TRIM	5.0	D	wood		m/I Encapsulate		screens	-0.1				
	SOFFIT	None											
	FOUNDATION	NC											
AX2	DOOR	-0.2				replace							
	DOOR CASING	9.9	D	wood		replace							
	DOOR JAMB	9.9	D F/I	wood		replace							
	THRESHOLD	9.9	D	wood		replace							
	KICK PLATE	None					BX3	WINDOW SILL	NA	D	wood		replace
	STORM DOOR	None						WIN. CASINGS	NA	D	wood		replace
								WIN. SASHES	NA	D F/I	wood		replace
								screens	-0.2				
							CX2	WINDOW SILL	NA	D	wood		replace
							1stlevel	WIN. CASINGS	NA	D	wood		replace
								WIN. SASHES	NA	D F/I	wood		replace
								screens	-0.2				
							С	WINDOW SILL	cov				
							2nd	WIN. CASINGS	cOV				
							Level	WIN. SASHES	cov		Plywood		Ply wood Rotted
								SHUTTERS	None				·
							C1	WIN. CASINGS	9.9	D	wood		replace
AX 3	WINDOW SILL	NA	D	wood		replace							-
	WIN. CASINGS		D	wood		replace							
	WIN. SASHES		D F/I	wood		replace							
		None	.,.			-1							
		 							1		 		
							ļ.						

1 Plains Ave. Portsmouth, NH 03801 7/21/2016

Risk Assessor: Thomas LeMien XRF Test device: LPA-1 Serial # 3529

Rear wood structure/ Storage attached

EXTERIOR	d structure I		HAZARD		ABATE		EXTERIOR		LEAD	HAZARD	SUB-	ABATE_	
	COMPONENT		TYPE	STRATE		ABATE METHOD	SIDE	COMPONENT		TYPE	STRATE		ABATE METHOD
								PORCH STAIR					
BCD T111		-0.2					В	TREAD	NC				
BCD	CORNER BRDS							RISER	NC				
	LOWER TRIM							STRINGER	NC				
	UPPER TRIM	-0.0						FLOOR/ DK. BRD.	NC				
	SOFFIT	-0.0											
	FOUNDATION	None											
B1	DOOR x2	0.0											
	DOOR CASING	0.0											
shed	DOOR JAMB	0.0											
	THRESHOLD	-0.0											
	KICK PLATE	-											
	STORM DOOR	-											
B2 (green)	DOOR	-0.0											
	DOOR CASING	-0.3											
	DOOR JAMB	0.0											
	THRESHOLD	-0.2											
	KICK PLATE	-											
									1				
None	WINDOW SILL								1				
•	WIN. CASINGS						1		1	<u> </u>			
	WIN. SASHES								1				
	SHUTTERS						1						
	-								1	<u> </u>			
									1	 			

Comments: Red= Dangerous levels of lead based paint and component listed is a lead based paint hazard at the time of inspection.

N/A= Not accessible and must be assumed to be lead based paint and a lead based paint hazard.