

**INVITATION TO BID**

Town of Highgate  
PO Box 189, 2996 VT RT 78  
Highgate Center, VT 05459

**Invitation to Bid**

REMOVAL OF ASBESTOS AND MANAGEMENT OF LEAD CONTAINING MATERIALS  
TOWN OF HIGHGATE PROPERTIES  
14 ST. ARMAND ROAD & 3111 VT ROUTE 78  
HIGHGATE, VERMONT

Mandatory Pre-Bid Walk: **Friday March 20, 2026** Time: 10:30 AM  
Proposals Due: **Tuesday March 31, 2026** Time: 3:00 PM

## INVITATION TO BID

1. **INVITATION.** The Town of Highgate invites qualified asbestos abatement contractors to provide bid packages for proper removal of asbestos containing materials and management of lead containing building materials at buildings located at 14 St. Armand Road and 3111 VT Route 78, Highgate, Vermont. The buildings on the site include a residential structure and immediately adjacent garage, all of which will be subsequently demolished. The bid shall be prepared and the work completed according to the specifications in the design document in Attachment 1. Disadvantaged Business Enterprises (DBE), including Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) are encouraged to submit bids.
2. **PRE-BID CONFERENCE.** A mandatory on-site pre-bid conference shall be held on Friday March 20, 2026, at 10:30 AM beginning at 14 St. Armand Road, Highgate, Vermont. The pre-bid walk is mandatory and those that are not present at the start of and for the duration of the conference may not bid; any such bids submitted will not be considered.  
Please contact Kyle Austin at Clay Point Associates, Inc. at [austin@claypointassociates.com](mailto:austin@claypointassociates.com) if you plan to attend the pre-bid walkthrough.
3. **SUBMITAL OF BID; DUE DATE:** Bids are due at 3:00 PM on Tuesday, March 31, 2026, with public bid opening at the regular Selectboard Meeting on April 2, 2026 6:30PM. An original signed and sealed bid must be sent by carrier or hand delivered to the address below no later than March 31, 2026, 3:00 pm. The envelope shall be marked "Town of Highgate 14 St. Armand Road Asbestos Abatement Project". Faxed bids will not be accepted. Email bids will not be accepted. Bonds are not required.  
  
Bids shall be submitted to:  
Town of Highgate  
P.O. Box 189, 2996 VT RT 78  
Highgate Center, VT 05459
4. **WORK TIMELINE.** On-site work shall begin in April 2026. Work is being performed prior to demolition of existing structures.
5. **FUNDING REQUIREMENTS.** Funding for this project is being provided by brownfields cleanup funding from the US Environmental Protection Agency (EPA) via the Northwest Regional Planning Commission (NRPC). There are mandatory federal contract provisions that will be incorporated into the contract with the selected contractor, including but not limited to Davis Bacon Wages and the Build America, Buy America Act (BABA) – See Attachment 1. Appendix 5 and Attachment 2.
6. **REJECTION OF BIDS:** The Town reserves the right to reject any or all the bids at its sole discretion.

### Attachment 1: Design Document for Removal of Asbestos Containing Materials

#### Notes:

- A) See Acknowledgement Signature Page on Page 29.
- B) See Asbestos Bid Form in Appendix 3 and Lead Paint Management Bid Form at end of Appendix 6.

### Attachment 2: EPA Brownfields RLF Federal Pass-Through Requirements

**Attachment 1: Design  
Document Asbestos  
Removal and Management  
of Lead Based Paint**



**DESIGN DOCUMENT**

for

Removal of Asbestos Containing Materials

and

Specifications for Lead Based Paint Management

**OWNER:**

Town of Highgate

P.O. Box 189/2996 VT Route 78

Highgate Center, Vermont 05459

**PROJECT SITE:**

Lot #1 – Residential Structure, 14 St. Armand Road

Lot #2 – Garage, 3111 VT Route 78 Highgate,  
Vermont

CPAI PROJECT #13643

December 18, 2025

## **TABLE OF CONTENTS**

Introduction	1
General Information	2
Project Timetable	4
Bid Package	5
Project Summary	7
Bid Description	7
General Requirements	8
Written Agreement Between Owner/Contractor	9
Conduct of Contractor's Personnel/Use of Premises	9
Supervision by the Contractor	9
Qualification of Contractor's Personnel	10
Owner Tobacco/Drug Policy	10
Owner Sexual Harassment/Non-Discrimination Policies	10
Parking	10
Patents	10
Notifications	10
Project Monitoring	11
Extension of Project Timeframe/Financial Responsibility	11
Clearance Air Monitoring/Financial Responsibility	12
Delivery of Materials	12
Damages	12
Warranty	12
Change Orders	12
Federal Attachments/Applications for Payment	13
Project Support Systems/Services	13
Water Supply	13
Fire Detection/Sprinkler Systems	14
Electricity	14
HVAC Systems	14
Storage/Office Space	15
Sanitary Facilities	15
General Technical/Safety Requirements	15
General Safety	15
Electrical Safety	15
Hazardous Wastes, Materials, and Substances	15
Exposure (Personal) Monitoring	16
Worker Protection	16
Respiratory Protection	16
Abatement Work Area Safety	17
Emergency Planning	17
Emergency Signage	18

**TABLE OF CONTENTS (cont.)**

General Work Practice Requirements	18
Delivery of Equipment	18
Signage	18
Pre-Cleaning	19
Worker Decontamination Structure	19
Waste Load-Out Structure	20
Critical Barriers	20
Critical Barrier Inspection	21
Containment Barriers	21
Negative Pressure Differential/Filtration	22
Inspection of Setup Procedures	22
Asbestos Abatement	22
Containerization/Storage of Asbestos Waste	23
Initial Cleaning	23
Initial Visual Inspection	24
Takedown of Containment Barriers	24
Cleaning of the Abatement Work Area	24
Visual Inspection	24
Clearance Air Monitoring/Analysis	24
Removal of Critical Barriers	25
Storage/Transportation of Asbestos Waste	25
Disposal of Asbestos Waste	25
Final Inspection	25
Contractor Release from On-site Obligations	26
Contractor's Project Closure Report	26
Specific Work Practice Requirements	26 - 28
Signature Page	29

(continued on next page)

## **TABLE OF CONTENTS (cont.)**

### **APPENDICES**

- Appendix 1    Inventory of Asbestos Containing Materials to be Removed (Table 1)  
                  Base Bid – Bid Price #1  
                  Inventory of Asbestos Containing Materials to be Removed (Table 2)  
                  Base Bid – Bid Price #2
- Appendix 2    Asbestos Abatement Drawings  
                  Lot #1 – Residential Structure  
                          First Floor  
                          Second Floor  
                          Basement  
                  Lot #2 – Former Town Garage
- Appendix 3    Bid Form
- Appendix 4    Release of Lien Forms  
                  Contractor’s Partial Release and Waiver of Lien  
                  Contractor’s and Subcontractor’s Final Release and Waiver of Lien
- Appendix 5    Federal Attachments
- Appendix 6    Lead-Based Paint – Components to be Removed  
                  Work Practices  
                  Lead-Based Paint – Components to be Removed Field Sheets  
                  Existing Floor Plans  
                  Bid Form



**TOWN OF HIGHGATE**

Design Document for Removal of Asbestos Containing Materials  
Lot #1 – Residential Structure, 14 St. Armand Road  
Lot #2 – Former Town Garage, 3111 VT Route 78  
Highgate, Vermont

December 18, 2025

**INTRODUCTION**

The Town of Highgate (hereinafter referred to as Owner) invites separate sealed bids from qualified asbestos abatement contractors (hereinafter referred to as Bidder) for proper removal/repair of designated asbestos containing materials on/within the residential structure (14 St. Armand Road) and garage structure (3111 VT Route 78) located in Highgate, Vermont (hereinafter referred to as the Project).

A representative of each Bidder shall meet on-site for a mandatory pre-bid conference and site inspection to gain information relative to the Project. This pre-bid conference will be conducted by Clay Point Associates, Inc. (Owner's professional representative, hereinafter referred to as Owner's Representative), and Owner. The knowledge gained from this pre-bid conference, and the requirements outlined in this Design Document presents each Bidder with adequate information to provide Owner with a fair and reasonable price for proper performance of the specified environmental abatement activities.

All work performed on/within the above referenced buildings shall be considered an asbestos abatement project, a small scale short duration abatement activity, or a Section 6 abatement activity in accordance with the Vermont Regulations for Asbestos Control, V.S.A. Title 18, Chapter 26 (VRAC). A description of the bid can be found in the Bid Description section of this Design Document. Bids shall be submitted on the attached Bid Form.

Owner has an excellent asbestos compliance record to date and intends to select a contracting firm (hereinafter referred to as Contractor) who will maintain strict regulatory compliance at all times. Specific Contractor selection criteria is detailed in the General Information section of this Design Document. Owner reserves the right to reject any and all bids, to accept or reject any part of any bid, to waive any or all informalities of any bid, and to accept the bid that appears to be in the best interest of Owner.

The Project design has been developed by Owner's Representative with consideration of technical input provided by the Vermont Department of Health, Asbestos Regulatory Program and the U.S. Environmental Protection Agency. Therefore, it can be assumed that all work shall

be subject to on-site inspection and continual and close scrutiny by appropriate Federal, State and Local regulatory officials.

### **GENERAL INFORMATION**

The following shall apply to the Project:

- 1) A mandatory pre-bid conference shall be held at 14 St. Armond Road, Highgate, Vermont on March 20, 2026 at 10:30 AM. The Design Document will be available to all Bidders at this time. The pre-bid conference and site inspection shall be administered by Owner's Representative and Owner. Bidders who do not attend both the pre-bid conference and site inspection shall not be eligible to provide a bid package to Owner.
- 2) By submitting a bid package, Bidder acknowledges that they have investigated and satisfied themselves as to the conditions affecting the Project, including but not limited to physical conditions of the site which may bear upon site access, handling and storage of tools, equipment and materials, access to water, electricity, and other utilities, and worker safety considerations. Any failure by Bidder to acquaint themselves with available information will not relieve Bidder from the responsibility for estimating properly the difficulty and/or cost of successfully performing the work. Owner and Owner's Representative shall not be responsible for any conclusions or interpretations made by Bidder on the basis of the information made available by Owner or Owner's Representative.
- 3) Bidders shall have the opportunity to discuss discrepancies, ask questions, or seek information or clarification concerning the Project prior to the bid submission deadline. Owner's Representative shall issue formal addenda to the Design Document as necessary. All questions concerning the Project shall be in the form of a written request for clarification, addressed to Owner's Representative, Kyle Austin, Clay Point Associates, Inc., [austin@claypointassociates.com](mailto:austin@claypointassociates.com), 802-879-2600. Bidders shall be allowed to access the buildings during normal working hours prior to the bid submission deadline. Bidders shall contact Owner's Representative to arrange a site visit.
- 4) Bidders shall mail or deliver their bid package in a sealed envelope, plainly marked "Town of Highgate 14 St. Armand Rd. Asbestos Abatement Project" to:

Town of Highgate  
P.O. Box 189, 2996 VT RT 78  
Highgate Center, VT 05459

Sealed bid packages shall be received until 3:00 pm on March 31, 2026. Bid packages that are received after 3:00 pm shall not be considered by Owner. Only paper copies are acceptable. Owner shall not accept FAX communication. Email submissions will not be accepted. Modification or withdrawal of a bid package may be made in writing, and shall only be considered valid if received at the above address no later than

3:00 pm on March 31, 2026. No Bidder may withdraw their bid package/price within one hundred and eighty (180) calendar days after the bid submission deadline.

- 5) Owner shall review all submitted bid packages and is intending to select Contractor on a date to be determined. Owner reserves the right to reject any and all qualification and bid packages, to accept or reject any part of any bid, to waive any or all informalities of any bid, and to accept the bid which appears to be in the best interest of Owner. Specific Contractor selection shall be based on the following:
- a) Proper certification of Bidder and Bidder's employees in accordance with the Vermont Regulations for Asbestos Control.
  - b) Successful completion of similarly sized projects within the last three (3) years, including demonstrable and successful completion of comparable project(s).
  - c) Adequate insurance coverage. Specific insurance requirements are detailed in the Bid Package section, Page #6, Item #6.
  - e) Staffing capacity.
  - f) Regulatory and Safety History.
  - g) Key personnel assigned to the Project.
  - h) Bidders ability to work within Owner's timeframe.
  - i) Cost.
- 6) Contractor shall attend a mandatory pre-construction meeting at the time and date indicated in the Project Timetable. This meeting will be held at 14 St. Armand Road, Highgate, Vermont. A representative of Owner, Owner's Representative, Construction Manager, and Contractor shall attend this meeting. Contractor's on-site Supervisor for the Project shall also be present at this meeting. The pre-construction meeting shall be administered by Owner's Representative and Owner. At the time of the pre-construction meeting, Contractor shall submit a written document detailing their intended timeline for accomplishment of abatement work area setup, demolition of specified items, gross asbestos removal, initial cleaning, final cleaning, and abatement work area takedown. Contractor shall be responsible for compliance with the timeline they have submitted. At the time of the pre-construction meeting, Owner, Owners' Representative, and Contractor shall identify all pre-existing damage to items, surfaces, and finishes in/around the abatement work areas. Owner's Representative shall document all pre-existing damages that have been identified.
- 7) Contractor shall attend weekly mandatory construction progress meetings at the time and dates indicated in the Project Timetable. These meetings will be held at 14 St. Armand Road, Highgate, Vermont. A representative of Owner, Owner's Representative, Construction Manager, and Contractor shall attend these meetings. Contractor's on-site Supervisor for the Project shall also be present at these meetings. The construction progress meeting shall be administered by Owner's Representative. Discussion during these meetings shall focus on evaluation of Contractor's job progress relative to the timeline submitted by Contractor at the pre-construction meeting as well as other relevant topics.

- 8) Contractor shall perform the work in accordance with the Project Timetable. Specific work hours shall be established during the pre-construction meeting and shall be mutually agreeable to Owner, Owner's Representative, and Contractor.

**PROJECT TIMETABLE**

DATE	ACTIVITY
Friday March 20, 2026 10:30 AM	Mandatory Pre-Bid Conference, 14 St. Armand Road, Highgate, Vermont. Walkthrough and discussion to follow initial meeting.
Tuesday March 31, 2026 3:00 pm	Bid Submittal Package due to Owner.
Thursday April 2, 2026, 6:30 pm	Public Bid Opening at Selectboard Meeting
Date to be determined	Owner selects contractor(s).
To be determined	Contractor shall submit application for Project Permits to Vermont Department of Health and Notification of Demolition/ Renovation for the Convent & Dorm Buildings to U.S. EPA Region 1.
To be determined	Draft Contract for review prepared by Owner.
To be determined	Pre-construction meeting with Contractor (including Contractor's Supervisor), Owner, and Owner's Representative. Held at 14 St. Armand Road, Highgate, Vermont. Owner/Contractor agreement shall be executed on or before this date.
To be determined	Abatement start date.
Every Wednesday following project start date	Job Progress Meetings at 14 St. Armand Road, Highgate, Vermont.
To be determined	Contractor shall submit Invoice #1 and a schedule of values for work completed less 10% retainage.
Upon successful completion of project – To be determined	Contractor shall submit Invoice #2 and a schedule of values for work completed less 10% retainage.
(continued)	

---

DATE	Activity
Within six (6) weeks of project completion – To be determined	Contractor shall provide Owner and Owner’s Representative with their Project Closure Report, including properly completed documentation of disposal forms (waste shipment records).
To be determined	Contractor shall submit Invoice #3 for unbilled retainage related to work completed.

Owner reserves the right to modify the Project Timetable at their discretion due to circumstances that may develop after the date of the pre-bid conference. The Project will not start sooner than the dates specified above. In the event the Project Timetable requires modification, the Project duration (i.e., number of working days within the specified timeframe) will remain the same as specified above.

### **BID PACKAGE**

Bidders shall provide the following information in their bid submittal package to Owner. This information will be used to assist Owner with evaluation of Bidder's ability to successfully complete the Project. Bid packages which do not contain all of this information or which provide inaccurate information shall be judged incomplete and shall not be considered by Owner.

- 1) All bids shall be submitted on the attached Bid Form (Appendix 3 and Appendix 6). All blank spaces must be completed and the Bid Form must be signed by a duly authorized representative of Bidder. Erasures or other changes to the Bid Form must be explained or noted over the signature of Bidder. Owner may consider as invalid any bid on which there is an alteration of or departure from the Bid Form.
- 2) Bidders shall provide a project reference list. This list shall include all asbestos abatement projects that have been completed by Bidder during calendar years 2024, and 2025 (and too date in 2026). In addition, Bidders shall indicate at least three (3) projects that were conducted by the Supervisor listed on the Bid Form. All projects listed shall have been completed by Bidder. Projects previously completed by current employees while with other contracting firms do not qualify. The project reference list shall include the name, address, and telephone number of a contact person who is familiar with Bidder's work for each of the projects, the date each project was started/ completed and the contract amount. Specific project references shall include:
  - a. Successful completion of similarly sized projects within the last two (2) years.
  - b. References for abatement projects of similar size that were completed within the Owner’s specified timeframe.

- c. List of any subcontractors Contractor intends to use during performance of project.
- 3) On a separate piece of letterhead addressed to Owner, Bidders shall provide a statement describing all enforcement actions (including, but not limited to, citations, orders, notices of violation, notices of non-compliance, penalties, or fines) which have been initiated or issued by a Federal, State, or Local regulatory agency against Bidder, or any employee of Bidder, for any work performed at any time in the past. This statement shall include a general description of the project, a detailed description of the nature of the action(s), including the name of the regulatory agency taking the action(s), and a description of the current status or ultimate resolution of the action(s). This statement shall be notarized and signed by an Officer or Owner of Bidder.
- 4) On a separate piece of letterhead addressed to Owner, Bidders shall provide a statement describing all penalties assessed against Bidder caused by non-compliance with any asbestos abatement specification or Design Document (including but not limited to, liquidated damages and over-runs in specified time limitations), for any work performed at any time in the past. This statement shall be notarized and signed by an Officer or Owner of Bidder.
- 5) On a separate piece of letterhead addressed to Owner, Bidders shall provide a statement describing all past or current asbestos-related legal proceedings, claims, or contract terminations against Bidder, or any current employee of Bidder, for any work performed at any time in the past. This statement shall be notarized and signed by an Officer or Owner of Bidder.
- 6) Bidders shall provide documentation of current/intended insurance coverage. At minimum, the following shall be provided.

Owner shall be named as certificate holder and additional insured on each certificate. Each certificate shall specifically name this Project and state that coverage is for asbestos operations. Bidders insurance carrier(s) shall be approved by Owner and properly licensed and registered to do business in the State of Vermont. The amounts shall be written for not less than the following limits, or greater if required by law:

- |    |                                  |  |
|----|----------------------------------|--|
| 1. | Worker's Compensation            | Statutory<br>\$1,000,000. per occurrence |
| 2. | Comprehensive General Liability: |  |
|    | Bodily Injury                    | \$2,000,000. per occurrence              |
|    | Property Damage                  | \$2,000,000. per occurrence              |

3. Business Auto Liability  
(including Owner, Hired  
and Non-Owned  
Vehicles):

Bodily Injury	\$1,000,000. per occurrence
Property Damage	\$1,000,000. per occurrence
  4. Excess Asbestos Liability Insurance in Addition to  
General Liability Coverage \$2,000,000. per occurrence
- 7) Bidders shall submit documentation of proper certification by the Vermont Department of Health to perform asbestos abatement activities in the State of Vermont.
- 8) Bidders shall submit indicated forms in Appendix 5 (Federal Attachments).

Bidders may provide additional information with their bid package that may assist Owner during the Contractor selection process.

### **PROJECT SUMMARY**

In brief, Contractor shall be required to remove all designated asbestos containing materials from on/within the residential structure and former town garage.

Bid Price #1 shall entail proper removal of all designated asbestos containing materials from the Residential Structure located at 14 St. Armand Road, Highgate, Vermont. Removal of all asbestos containing materials from within Bid Price #1 Work Areas shall be considered an asbestos abatement project or a Section 6 abatement activity in accordance with VRAC.

Bid Price #2 shall entail proper removal of all asbestos containing materials from the Former Town Garage located at 3111 VT Route 78, Highgate, Vermont. Removal of all asbestos containing materials from within Bid Price #2 Work Areas shall be considered a Section 6 abatement activity in accordance with VRAC.

### **BID DESCRIPTION**

#### **BASE BID PRICE #1/LOT #1 – RESIDENTIAL STRUCTURE**

The Project shall be removal and proper disposal of all designated asbestos containing materials from on/within the residential structure located at 14 St. Armand Road, Highgate, Vermont. All work shall be performed in accordance with the Design Document for Removal of Asbestos Containing Materials, and all applicable Federal, State, and Town of Highgate, Vermont regulations. The Design Document approximately describes asbestos materials and quantities to be removed (Table 1) as well as certain technical requirements. Relevant site conditions were described and shown during the pre-bid conference. The specific boundaries of the abatement work areas were described and shown during the site inspection and are indicated

on the Asbestos Abatement Drawings. The Project shall be performed in accordance with Owner's specified Timeframe as detailed in the Design Document. Clearance air sample collection shall be performed in accordance with V.S.A. Title 18, Chapter 26, Vermont Regulations for Asbestos Control (VRAC). All professional activities related to the Project shall be performed by Owner's Representative. When developing their bid price, Bidder's shall include the cost for carrying asbestos liability

### **BASE BID/LOT #2 – GARAGE**

The Project shall be removal and proper disposal of all designated asbestos containing materials from on/within a garage located immediately adjacent to the residential building on Lot #1 and that extends onto 3111 VT Route 78, Highgate, Vermont (Lot #2). All work shall be performed in accordance with the Design Document for Removal of Asbestos Containing Materials, and all applicable Federal, State, and Town of Highgate, Vermont regulations. The Design Document approximately describes asbestos materials and quantities to be removed (Table 2) as well as certain technical requirements. Relevant site conditions were described and shown during the pre-bid conference. The specific boundaries of the abatement work areas were described and shown during the site inspection and are indicated on the Asbestos Abatement Drawings. The Project shall be performed in accordance with Owner's specified Timeframe as detailed in the Design Document. Clearance visual inspections will be performed in all areas where small scale short duration and VRAC Section 6 removal activities occur. All professional activities related to the Project shall be performed by Owner's Representative. When developing their bid price, Bidder's shall include the cost for carrying asbestos liability insurance.

### **GENERAL REQUIREMENTS**

The following is an outline of general requirements to be implemented by Contractor during removal of all designated asbestos containing materials from on/within the following structures located in Highgate, Vermont.

- Lot 1, 14 St. Armand Road – Residential Structure (vacant)
- Lot 2, 3111 VT Route 78 – Garage (vacant)

At minimum, the following requirements shall be implemented by Contractor during performance of the Project.

Adherence to these requirements shall not release Contractor from responsibility for strict compliance with all applicable Federal, State, and Local regulations pertaining to asbestos abatement projects, the asbestos abatement industry, general worker safety, general construction, and general business practices throughout the duration of the Project.

A partial listing of regulations which shall apply to the Project includes, but is not limited to:

The Vermont Regulations for Asbestos Control,  
V.S.A. Title 18, Chapter 26, Effective February 1987,  
as amended November 1995 (Vermont Department  
of Health, Division of Environmental Health)

40 CFR Part 61, National Emission Standards for Hazardous Air Pollutants, Asbestos NESHAPS Revision; Final Rule, November 20, 1990 (United States Environmental Protection Agency)

29 CFR 1926.1101, Construction Industry Standard for Asbestos (VOSHA, Vermont Department of Health, Division of Occupational and Radiological Health)

29 CFR 1910.134, General Standard for Respiratory Protection (VOSHA, Vermont Department of Health, Division of Occupational and Radiological Health)

Contractor shall be responsible for compliance with all applicable Federal, State and Local regulations, including newly promulgated regulations that may become applicable during the course of the bid process and during performance of the Project. The most recent addition of an applicable regulation shall be in effect. Where conflict exists between applicable regulations or within this Design Document, the most stringent requirement shall be in effect.

1) WRITTEN AGREEMENT BETWEEN OWNER/CONTRACTOR

Contractor and Owner shall enter into a written contractual agreement on or before the time stated in the Project Timetable. Contractor shall prepare the agreement.

Contractor shall provide Owner with current certificate(s) of insurance.

The signature page of this Design Document shall be duly executed by Contractor prior to performance of any on-site work related to the Project.

2) CONDUCT OF CONTRACTOR'S PERSONNEL/USE OF PREMISES

Contractor shall at all times enforce strict discipline and good order among their employees, and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to them. Inappropriate and/or profane language shall not be used by any employee or subcontractor of Contractor at any time throughout the duration of the Project. Contractor shall confine their apparatus, materials, equipment, and the operation of their employees to the limits required by law and the direction of Owner and Owner's Representative. Contractor shall coordinate their work to cause the least amount of disturbance/interaction with adjacent neighbors and the general public.

3) SUPERVISION BY THE CONTRACTOR

Contractor shall give efficient supervision to the Project, using their best skill and attention. Contractor shall have a qualified, competent representative on-site at all times throughout the duration of the Project who will serve as Project Supervisor.

Contractor's choice of Project Supervisor shall be acceptable to Owner. The Project Supervisor shall be certified as an Asbestos Supervisor in accordance with the Vermont Regulations for Asbestos Control and accredited as an Asbestos Project Supervisor in accordance with 40 CFR Part 763, Asbestos Containing Materials in Schools; Final Rule

and Notice. In addition, the Project Supervisor shall possess at least one (1) year of work experience as an asbestos abatement project supervisor. The Project Supervisor shall not be changed, except with the consent of Owner, unless the Project Supervisor ceases to be in Contractor's employ. The Project Supervisor shall have the ability to communicate fluently in English. The Project Supervisor shall also have adequate knowledge of CPR and First Aid techniques.

4) QUALIFICATION OF CONTRACTOR'S PERSONNEL

Contractor, and all personnel employed by Contractor, who at any time participate in the Project shall be properly certified, registered, licensed, and accredited according to all applicable Federal, State, and Local asbestos regulations. A copy of all documents that confirm proper qualification shall be provided by Contractor to Owner's Representative prior to performance of any on-site work related to the Project. A copy of all documents that confirm proper qualification shall be maintained on-site by Contractor at all times throughout the duration of the Project.

5) OWNER TOBACCO/DRUG POLICY

This is a tobacco (smoking and chewing) and vape free job. Use of tobacco and vape products shall not occur within twenty-five (25) feet of buildings located at the site. Contractor shall maintain a drug free workplace throughout the duration of the Project.

6) OWNER HARASSMENT/SEXUAL HARASSMENT/NON-DISCRIMINATION POLICIES

All workers, including subcontractors and delivery persons are expected to exhibit good behavior at all times as is generally defined in our society, and to treat other workers and any visitors to the site with respect. Unacceptable behavior includes, but is not limited to, foul and offensive language, verbal and physical abuse or harassment, and discrimination based on sexual orientation, race, gender or religion. Failure to maintain these standards is grounds for dismissal of individuals or termination of contract.

7) PARKING

Contractor shall comply with Owner policies regarding parking throughout the duration of the Project.

8) PATENTS

Contractor shall, for all time, secure to Owner and Owner's Representative the free and undisputed right to the use of any and all patented articles or methods used throughout the duration of the Project, and shall defend, at their own expense, any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, Contractor shall pay such awards and hold Owner and Owner's Representative harmless in connection with any patent suits that may arise as a result of installations made by Contractor as to any awards made thereunder.

9) NOTIFICATIONS

Contractor shall be responsible for obtaining and/or providing all written/verbal notifications/project permits to all appropriate Federal, State, and Local agencies. Contractor shall be responsible to pay for all required notifications. A copy of all Contractor

notifications shall be provided by Contractor to Owner and Owner's Representative prior to performance of any on-site work related to the Project.

Contractor shall be responsible for obtaining and/or providing all written/verbal building permits to all Local agencies. Contractor shall be responsible to pay for all required building permits. A copy of all Contractor building permits shall be provided by Contractor to Owner and Owner's Representative prior to performance of any on-site work related to the Project.

Contractor shall notify the appropriate local Police Department, Fire Department, Rescue Service, and local Health Officer of the Project prior to the start of the Project. Notification shall include procedures for non-certified/non-accredited personnel to enter the personnel decontamination structure and/or abatement work area in the event of an emergency situation. Documentation of all Contractor notifications to local authorities shall be provided by Contractor to Owner and Owner's Representative prior to performance of any on-site work related to the Project.

Contractor shall not perform any on-site work, including, but not limited to, equipment load-in and setup, until all notification requirements have been fulfilled.

#### 10) PROJECT MONITORING

Owner's Representative shall perform on-site monitoring of Contractor throughout the duration of the Project. Owner and Owner's Representative shall have the authority to stop Contractor's work at any time throughout the duration of the Project under the following circumstances:

- ❖ Contractor's work does not comply with applicable Federal, State, or Local regulations.
- ❖ Contractor's work does not comply with Owner Policies and Procedures.
- ❖ Contractor's work does not comply with the Project Design Document.
- ❖ Contractor's work presents a potential immediate or future health hazard to workers and/or adjacent building occupants.

At Owner or Owner's Representative request, Contractor shall immediately stop all activities and immediately correct any deficiency in their work. Contractor shall not start work again without approval of Owner or Owner's Representative.

#### 11) EXTENSION OF PROJECT TIMEFRAME - FINANCIAL RESPONSIBILITY

Contractor shall be responsible for payment of all costs to Owner as a result of unapproved extension of the Project timeframe, including, but not limited to, payment of all costs of project monitoring by Owner's Representative (i.e., any work that exceeds the per day timeframe, occurs on weekends and holidays, and occurs after the Project completion date). All project monitoring shall be performed by Owner's Representative.

12) CLEARANCE AIR MONITORING - FINANCIAL RESPONSIBILITY

Owner shall be responsible for payment of the cost of the initial visual inspection, initial air sample collection, and initial air sample analysis for completion of the Project in accordance with the requirements of VRAC.

All additional costs for re-cleaning of the abatement work area, additional air sample collection, additional air sample analysis, and professional services related to completion of the Project after the initial procedure has been performed, shall be the responsibility of Contractor. All additional professional services required to complete the Project shall be performed by Owner's Representative. Reanalysis of initial clearance air samples using an alternative analysis methodology other than specified shall not be acceptable for project clearance.

13) DELIVERY OF MATERIALS

Contractor shall deliver all materials for the Project in the original packages, containers, or bundles bearing the name of the manufacturer and/or the brand name. Damaged, deteriorated, contaminated, or previously used materials shall not be brought onto Owner property.

14) DAMAGES

Owner shall be responsible for reasonable damage that is caused by Contractor during proper performance of the Project. Reasonable damage shall include, but not be limited to, minor peeling of surfaces due to use and takedown of waterproof tape, and reasonable deposition of spray adhesive material on surfaces in and around the abatement work area. Contractor shall be responsible for repair, or the cost of repair, of all unreasonable damage that occurs on/within the buildings and on the property as a result of Contractor's activities, or for unreasonable damages caused indirectly by Contractor. Unreasonable damage shall include, but not be limited to, damage to building system equipment (including, but not limited to, fire detection, sprinkler, electrical, heating, ventilating, and air conditioning equipment), as well as unreasonable damage to other surfaces, structures, equipment, or materials within or outside the specified abatement work area. In addition, unreasonable damage caused by uncontrolled water used during the Project, and unreasonable damage to surfaces caused by removal of critical and/or containment barriers, shall be the responsibility of Contractor.

15) WARRANTY

Contractor shall promptly make good, without cost to Owner, any and all defects due to faulty workmanship, equipment, and/or materials which may appear within one (1) calendar year from the date of release by Owner from on-site obligations.

16) CHANGE ORDERS

Should Contractor encounter latent conditions during performance of the Project differing significantly from those shown in the Design Document or seen during the pre-bid walkthrough, or unknown conditions of an unusual nature differing significantly from those already encountered during performance of the Project, Contractor shall notify Owner's Representative prior to disturbance of the conditions. Owner's Representative shall promptly investigate the conditions. If, in the opinion of Owner and Owner's

Representative, conditions do so differ, the Owner/Contractor agreement shall, with the approval of Owner, be modified by a written change order, to provide for any increase or decrease in cost resulting from such conditions.

Change order pricing shall be fully detailed. Costs to be included in any change order request shall include actual costs of labor, materials, and equipment for the actual work by Contractor and/or subcontractors, including labor hours, hourly rates, material breakdown and markups (limited to 10%). Costs related to project management and supervision time shall be part of the markup and is not to be charged separately. In unusual circumstances where extensive research is required by Contractor in order to provide pricing to the Owner, this may be modified by mutual agreement in advance of submitting the change order.

When the change order has been duly executed by Owner and Contractor, it shall become part of the Owner/Contractor agreement.

#### 17) FEDERAL ATTACHMENTS/APPLICATIONS FOR PAYMENT

The project shall be subject to Davis-Bacon wage rates. The attachment to the contract provides an outline to these conditions and regulations. Contractor is hereby notified that he/she has specific responsibilities relative to compliance with these conditions and regulations. It is Contractor's responsibility to review the specific statutes, acts, and executive orders referenced in the attachment. The Contractor who is awarded the Project will be required to sign all indicated documents included in this attachment. The attachment to the contract is described as Appendix 5 to this Design Document and includes applicable Davis-Bacon wage rates for Franklin County as of the date of this Design Document.

The Application for Payment shall be detailed and include an itemization of all work performed by the Contractor for the period covered by the application, a statement describing the work that was performed using such labor and material and releases of any liens by subcontractors, laborers or material suppliers. Each pay application must be accompanied with waiver of liens on forms included in the Design Document (Appendix 5); and Certified Payroll sheets to comply with the Davis-Bacon Act. Upon approval of such application by the Owner, the Contractor shall be paid one hundred percent (100%) of the approved amount contained in the application, less ten percent (10%) retainage, to be held until final payment. Payment applications shall be in accordance with Project Timetable. The Owner shall make payment to the Contractor within thirty (30) days after submission of approved pay requisitions. Final payment shall be held until the Owner receives asbestos waste disposal manifest documentation from an approved landfill.

### **PROJECT SUPPORT SYSTEMS/SERVICES**

#### 1) WATER SUPPLY

Owner shall be responsible for providing all water necessary for proper completion of specified activities throughout the duration of the Project. Contractor shall be responsible for providing all wetting equipment, including hoses, nozzles and couplings,

to bring water to all abatement work areas. Sufficient water shall be available to allow proper wetting of asbestos, proper cleaning of the abatement work areas, and proper personnel decontamination. The abatement work area water supply shall not be located in the specified abatement work areas. The control for water supplying the shower in the decontamination structure shall be located outside of the abatement work area. Contractor shall shut off all water supplying the abatement work area and decontamination structure shower at the end of each day's work.

2) FIRE DETECTION/SPRINKLER SYSTEMS

All fire detection systems located in the building shall be disabled prior to the start of on-site work.

3) ELECTRICITY

Owner shall ensure that adequate electrical service remains active at the building for use by Contractor. In the event that all electricity located in, running through, or servicing the abatement work areas cannot be shut down, Contractor shall take proper precautions that ensure proper electrical safety throughout the duration of the project. These precautions shall be fully documented during the mandatory pre-construction meeting. Contractor shall provide adequate power panels providing ground fault circuit interrupter protection, for Contractor's electrician to connect to existing electrical panels in the building at Contractor's expense. Owner shall be responsible for the cost of all power used during the Project. Contractor's power panels shall not be located in the abatement work area at any time. Upon completion of the Project, Contractor's electrician shall disconnect Contractor's temporary power panel at Contractor's expense.

Contractor shall provide all temporary lighting required in the abatement work area. All temporary lighting shall be established and maintained in compliance with applicable Federal, State, and Local rules and regulations. Contractor shall inspect and test all electrical systems at least once a day, throughout the duration of the Project, to ensure that accidental startup of equipment that has been shut down has not or will not occur, and that GFCI equipment is working properly.

All electrical modifications performed during the project shall be performed at Owner's expense by a properly licensed electrician or the local utility in accordance with all applicable Federal, State, and local electrical code/VOSHA requirements.

4) HVAC SYSTEMS

Owner shall shut down, lock out, and tag all switches/valves of all heating, ventilating, and air conditioning equipment which is located in, runs through, or services the abatement work areas or adjacent areas which Contractor occupies, and take measures to prevent accidental startup throughout the duration of the Project. Owner shall ensure that this activity has been performed prior to the start of work related to setup of abatement work areas. All electrical or mechanical modification that shall be required to ensure that HVAC systems are properly shut down shall be performed by Owner at Owner's expense. HVAC system shutdown shall be performed prior to the start of any work related to setup of the abatement work area. Contractor shall inspect all HVAC

systems that have been shut down, at least once a day, throughout the duration of the Project, to ensure that accidental startup has not or will not occur.

Contractor shall install/maintain a temporary heat source capable of maintaining interior temperatures in areas they are working at no less than 40 degrees Fahrenheit.

5) STORAGE/OFFICE SPACE

Contractor may use an area(s) inside the buildings, but outside of the designated abatement work area(s), to be used for equipment/materials storage and temporary office space. Owner and Owner's Representative shall not be responsible for loss or damage of Contractor's property, materials, equipment, or records due to theft, vandalism, weather factors, or other causes.

6) SANITARY FACILITIES

Contractor shall provide temporary sanitary facilities throughout the duration of the Project. Contractor shall maintain these facilities in a clean and sanitary condition at all times.

## **GENERAL TECHNICAL/SAFETY REQUIREMENTS**

1) GENERAL SAFETY

Contractor shall perform all activities associated with the Project according to general safety standards required by the Federal Occupational Safety and Health Administration (administered within Vermont by VOSHA/Vermont Department of Health, Division of Occupational and Radiological Health). This shall include, but not be limited to, VOSHA standards regulating potential hazards from slips, trips, and falls, electrical safety, fire safety, ladder and scaffolding safety, emergency egress, and confined spaces. All equipment used by Contractor throughout the duration of the Project shall be VOSHA approved, including, but not limited to, ladders, scaffolding, and electrical equipment.

2) ELECTRICAL SAFETY

Contractor shall only use electrical equipment that is equipped with Ground Fault Circuit Interrupter protection throughout the duration of the Project. Contractor shall inspect and test all electrical equipment at least once a day to ensure proper operation and grounding of equipment.

3) HAZARDOUS WASTES, MATERIALS, AND SUBSTANCES

Contractor shall handle all hazardous wastes, hazardous materials, and hazardous substances used or encountered throughout the duration of the Project according to procedures required by appropriate Federal, State, and Local agencies. Contractor shall have Safety Data Sheets (SDS) on-site at all times for all materials with hazardous components that are used throughout the duration of the Project (including, but not limited to, spray adhesive and encapsulants). Contractor shall properly protect all employees and all building occupants from all hazardous wastes, materials, and substances that are used or encountered during the Project.

4) EXPOSURE (PERSONAL) MONITORING

Contractor shall implement a personal air sample collection/analysis program throughout the duration of the Project as required by VOSHA 29 CFR 1926.1101. This shall include, but not be limited to, initial exposure monitoring, daily representative monitoring (including T.W.A. 8 hr. samples related to the Permissible Exposure Level, 30 minute samples related to short term worker exposure and appropriate blanks), and notification of personnel exposure information to all Contractor employees and visitors.

Contractor shall express exposure monitoring data as a time weighted eight-hour average or 30 minute sample as appropriate. Exposure monitoring data shall be available on-site in a timely fashion. Analysis results which report the sampling cassette to be overloaded or too dirty to analyze shall not qualify as valid information for expressing exposure monitoring data. Contractor shall post exposure monitoring data near the entrance to the clean room of the decontamination structure and make exposure monitoring data available to Owner or Owner's Representative at all times throughout the duration of the Project.

5) WORKER PROTECTION

Contractor shall provide proper worker protection equipment to all employees as required by VOSHA 29 CFR 1926.1101. Proper respiratory protection and full body disposable protective clothing (including head, body, and foot coverings, consisting of material impenetrable by asbestos fibers), shall be worn by all individuals who enter the abatement work area at all times throughout the duration of the Project. Full body disposable protective clothing shall be provided by Contractor to their personnel, Owner, Owner's Representative, and authorized visitors, throughout the duration of the Project, in sizes adequate to accommodate movement without tearing or ripping. VOSHA approved safety equipment including, but not limited to, hard hats, eye protection, safety shoes, and disposable gloves shall be provided by Contractor to their personnel, Owner, Owner's Representative, and authorized visitors throughout the duration of the Project.

6) RESPIRATORY PROTECTION

Contractor shall utilize respiratory protection in accordance with VOSHA 29 CFR 1910.134 and VOSHA 29 CFR 1926.1101. This shall include performance of an initial exposure assessment or provision of objective data statistically demonstrating a valid negative exposure assessment in accordance with VOSHA 29 CFR 1926.1101. Contractor shall provide Owner and Owner's Representative with adequate Type C equipment in order to monitor work activities being performed during all times of the Project when Type C equipment is required and/or in use.

Contractor shall develop and utilize a written respiratory protection program throughout the duration of the Project. A copy of Contractor's written respiratory protection program shall be provided by Contractor to Owner and Owner's Representative prior to performance of any on-site work related to the Project. Contractor shall have a copy of their written respiratory protection program available on-site throughout the duration of the Project.

Contractor shall use information from performance of their initial exposure assessment or objective data to select proper respiratory protection. At minimum, Contractor shall wear proper respiratory protection according to the following table. This table shall replace Table 1 of VOSHA 29 CFR 1926.1101.

<b>ASBESTOS CONCENTRATION</b>	<b>REQUIRED RESPIRATOR</b>
Not in excess of 0.5 f/cc	Half-face air purifying respirator equipped with high efficiency filters
Not in excess of 2.5 f/cc	Full facepiece air-purifying respirator equipped with high efficiency filters
Not in excess of 5.0 f/cc	Any powered air-purifying respirator equipped with high efficiency filters  Any supplied air respirator operated in continuous flow mode
Not in excess of 50.0 f/cc	Full facepiece supplied air respirator operated in pressure demand mode
Greater than 50.0 f/cc, or unknown concentration	Full facepiece supplied air respirator operated in pressure demand mode equipped with an auxiliary positive pressure self-contained breathing apparatus
Contractor shall not use single-use disposable respirators at any time throughout the duration of the Project.	

7) ABATEMENT WORK AREA SAFETY

Contractor shall place at least one working thermometer in a representative location within the abatement work area(s) throughout the duration of the Project in order to accurately measure temperature conditions within the abatement work area(s).

Contractor shall have a stocked first aid kit, and an adequate number of fully charged fire extinguishers (A, B, and C rated) inside the abatement work area(s) at all times throughout the duration of the Project.

8) EMERGENCY PLANNING

Contractor shall implement emergency planning procedures in accordance with applicable requirements, including but not limited to, written emergency procedures specific to the abatement work area and Project, job safety meetings and emergency egress procedures. Emergency planning shall include consideration of fire, explosion,

toxic atmospheres, electrical hazards, slips, trips and falls, confined spaces, heat related injuries and all other issues related to worker safety.

Contractor shall establish and designate emergency exits from inside the abatement work area(s) to the exterior of the abatement work area(s) in accordance with applicable Federal, State, and Local fire and safety regulations. The emergency exit(s) may be through the waste load out structure, containment barriers, or other location suitable to local fire officials. The emergency exit(s) shall be clearly marked by Contractor, and these markings shall be visible to all employees in the abatement work area(s) throughout the duration of the Project. If proper emergency exiting shall require breaching a sheeting barrier, a retractable knife shall be located at the emergency exit in order to efficiently exit the abatement work area(s).

9) EMERGENCY SIGNAGE

Contractor shall post legible signs next to the telephone (or designated cell phone) which is in service and is closest to the entrance to the decontamination structure(s) on the outside of the decontamination structure(s) at the entrance to the clean room, in the clean room of the decontamination structure(s) and in the equipment room of the decontamination structure(s). These signs shall provide the phone numbers of the appropriate local Police Department, Fire Department, Rescue Service, Local Health Officer, and the nearest Hospital to be contacted in the event of an emergency situation. The signs shall remain posted throughout the duration of the Project.

## **GENERAL WORK PRACTICE REQUIREMENTS**

1) DELIVERY OF EQUIPMENT

All equipment and materials brought on to Owner's property by Contractor shall be free of visible dust, dirt, debris, and residue. All smooth surfaces of equipment and materials shall have been previously cleaned, off-site. All porous surfaces of equipment shall be sealed airtight at all times, until the equipment is in use inside the properly established abatement work area. All equipment openings which allow access to asbestos filtration materials including, but not limited to, hepa vacuum intake hoses and negative pressure filtration unit air intakes, shall be sealed airtight at all times until the equipment is in use inside the properly established abatement work area(s).

2) SIGNAGE

Contractor shall post danger asbestos signs at all locations and approaches to any location where airborne fibers may be expected to exceed background levels in accordance with VOSHA 29 CFR 1926.1101. This shall include, but not be limited to, posting the personnel decontamination structure(s), waste load-out structure(s), and areas at the exterior of the building where negative pressure filtration unit exhaust ducts are located. Danger asbestos signs shall be posted in a manner that allows any individual around the abatement work area(s) the opportunity to avoid entering the abatement work area(s). Danger asbestos signs shall be posted prior to the start of any work related to setup of an abatement work area.

3) PRE-CLEANING

Contractor shall pre-clean all accessible surfaces within the abatement work area(s) until free of visible dust, dirt, debris, or residue using wet cleaning methods and/or hepa vacuuming techniques. Contractor shall only use vacuums equipped with proper hepa filtration.

4) WORKER DECONTAMINATION STRUCTURE

Contractor shall construct a worker decontamination enclosure system. The structure shall be used as the only means of entrance/exit to and from the abatement work area(s) throughout the duration of the Project, unless an emergency situation exists. The structure shall be adjacent, but attached to, the abatement work area(s). The structure shall, at a minimum, be constructed according to VOSHA 29 CFR 1926.1101. Construction shall include, but not be limited to, construction of a clean room, shower room, and equipment room, each separated by three (3) foot airlocks, with curtained doorways consisting of overlapping sheeting separating each airlock or chamber. The equipment room shall be located closest to the abatement work area. The shower room shall be between the equipment room and clean room. These rooms shall be large enough to allow proper personnel decontamination and personnel privacy. The decontamination structure, including the walls and ceiling, shall be constructed with a minimum of two (2) layers of 6 mil sheeting. The floor of the decontamination structure shall be constructed with a minimum of three (3) layers of 6 mil sheeting. The inside of the entire decontamination structure shall not be visible from anywhere outside of the structure.

The clean room shall be used as an employee change area where street clothes shall be taken off and protective clothing shall be put on. The clean room shall not be used for storage of tools, equipment, or materials. Proper storage facilities for respirators and personal belongings, i.e., lockers, shall be available in the clean room. No asbestos contaminated items or individuals shall enter the clean room, or airlock between the shower and clean room, throughout the duration of the Project.

The shower room shall be constructed to prevent water leakage at any time. A minimum of three layers of 6 mil sheeting and one layer of absorbent towels (placed between the top and middle layers of sheeting) shall be placed under the floor of the shower room. The shower shall have a mounted shower head and supply adequate, continuous water pressure (hot and cold water) so as to allow individuals to properly decontaminate. The shower shall have adjustable controls so each individual can regulate the shower water temperature. Contractor shall supply a portable hot water heater, connect it to the shower, and ensure that the shower shall supply an adequate amount of hot water in order to allow for proper personnel decontamination. Contractor shall supply an adequate amount of soap, shampoo, and towels to all employees, Owner, Owner's Representative, and authorized visitors throughout the duration of the Project.

All wastewater generated during personnel decontamination shall be, at minimum, filtered through a 5-micron asbestos water filter prior to disposal in the municipal wastewater system, or disposed of as asbestos waste.

Contractor shall maintain two (2) logbooks within the clean room of the worker decontamination structure at all times the decontamination structure shall be in use. One logbook shall document the name, employer, work title, date, time into the abatement work area and time out of the abatement work area for all individuals who enter the abatement work area for any purpose at any time throughout the duration of the Project. The other logbook shall document the name, employer, work title and date for all individuals who visit the work site for any purpose at any time throughout the duration of the Project.

5) WASTE LOAD-OUT STRUCTURE

Contractor may construct a two-chamber structure to be used for asbestos waste load out. If the waste load-out structure is utilized it shall be adjacent, but attached to, the abatement work area. The structure shall be constructed in a similar fashion as the worker decontamination structure, including, but not limited to, sheeting and curtained doorways. The waste load-out structure shall have a water source for decontaminating disposal containers prior to pass out from the waste load-out structure. All wastewater generated during asbestos waste container decontamination shall be, at minimum, filtered through a 5-micron asbestos water filter prior to disposal in the municipal wastewater system, or disposed of as asbestos waste. If a waste load-out structure is utilized, all asbestos disposal containers generated by Contractor during the Project shall exit the abatement work area through the waste load-out structure. Contractor shall not pass any asbestos waste through the decontamination structure at any time throughout the duration of the Project. No individual shall enter or exit the abatement work area through the waste load-out structure at any time throughout the duration of the Project.

6) CRITICAL BARRIERS

Contractor shall construct airtight critical barriers across all openings between the abatement work area(s) and air spaces outside of the abatement work area(s). Contractor shall construct airtight critical barriers around all immovable objects that do not contain asbestos, have been pre-cleaned, and must remain in the abatement work area(s). Critical barrier locations shall include, but not be limited to, doors, windows, heating, air conditioning, and ventilation system ductwork, grills, grates, drains, pipe chases, holes, and machinery.

A minimum of one layer of 6 mil sheeting and/or waterproof tape shall be used to construct all critical barriers. Expandable spray foam may be used to obtain an airtight seal across small openings. All expandable foam shall be approved for use by Underwriter's Laboratories, shall not contain formaldehyde, and shall have a smoke developed rating of 25 or less. All sheeting critical barriers which cannot be directly attached to an existing wall, floor, ceiling, or duct surface shall be attached to a secure temporary framework adequate to ensure that critical barriers do not breach or become damaged at any time throughout the duration of the Project. All sheeting critical barriers that are larger than thirty-two (32) square feet shall be attached to a secure temporary framework adequate to ensure that critical barriers do not breach or become damaged at any time throughout the duration of the Project.

All surfaces that shall become part of a critical barrier, or shall be behind a critical barrier, shall be cleaned until there is no visible dust, dirt, debris, or residue using hepa equipped vacuums and wet cleaning methods prior to construction of the critical barrier.

Contractor shall not construct any critical barriers which will directly contact or be attached to asbestos containing materials.

Contractor shall inspect all critical barriers in the abatement work area(s), at least two times per day. At a minimum, barrier inspection shall occur prior to the start of each day's activities, and following completion of each day's activities. Contractor shall notify Owner's Representative of the results of each inspection and document these results. Contractor shall immediately repair all breaches or damage to critical barriers.

At all times throughout the duration of the Project, Contractor shall stop work and immediately repair any breach or damage to critical barriers upon discovery of any breach or damage.

7) CRITICAL BARRIER INSPECTION

Owner's Representative shall perform a comprehensive inspection of Contractor's setup of critical barriers in and around the abatement work area(s). The inspection shall be performed prior to construction of any containment barriers. The Contractor's Supervisor shall be present with Owner's Representative during this inspection. The inspection may include performance of a smoke test to assess the integrity of the critical barriers and determine air flow patterns and velocity in the abatement work area(s). Contractor shall immediately correct any discrepancies in critical barrier construction as requested by Owner's Representative.

8) CONTAINMENT BARRIERS

Contractor shall construct airtight containment barriers on all walls, floors, and ceilings of the abatement work area(s). All walls and ceilings shall be covered with a minimum of one layer of 6 mil sheeting. All floors shall be covered with a minimum of two layers of 6 mil sheeting (totaling, at minimum, 12 mils). All containment barriers shall be constructed in a manner that prevents slippage, minimizes seams, and prevents water leakage. All containment barriers shall be located, sized, and seamed in accordance with all applicable Federal and State regulations.

Contractor shall inspect all containment barriers in the abatement work area(s), including the personnel decontamination structure, at least two (2) times/day. At a minimum, containment barrier inspection shall occur prior to the start of each day's activities, and following completion of each day's activities. Contractor shall notify Owner's Representative of the results of each inspection and document these results. Contractor shall immediately repair all breaches or damage to containment barriers that are found during the containment barrier inspection. At all times throughout the duration of the Project, Contractor shall stop work and immediately repair any breach or damage to containment barriers upon discovery of any breach or damage.

9) NEGATIVE PRESSURE DIFFERENTIAL/FILTRATION

Contractor shall establish an adequate negative pressure differential between the abatement work area(s) and the areas directly outside the abatement work area(s) in order to maintain a negative pressure differential of at least .03 inches water column. An adequate negative pressure differential shall be maintained until proper completion of the Project clearance activity. In addition, negative pressure units equipped with hepa filtration shall provide one (1) complete air change (filtration) within the abatement work area(s) at least once every ten (10) minutes. All air exhausted from the negative pressure filtration units shall flow directly into air spaces outside of the building. Negative pressure filtration units shall, at minimum, be installed, used, and maintained according to the manufacturer's specifications and EPA 560/5-85-024, Guidance for Controlling Asbestos Containing Materials in Buildings.

Contractor shall provide an on-site instrument which measures the pressure differential between the abatement work area(s) and the air space adjacent to the abatement work area(s). This instrument shall have a direct reading feature, a high and low limit audible alarm, and recording strip chart to provide a permanent record of the negative pressure differential whenever use of negative pressure filtration units is required. The instrument shall be accessible from outside the abatement work area(s) to Owner, Owner's Representative, and authorized visitors throughout the duration of the Project. Contractor shall initially calibrate the pressure differential monitor and ensure that the instrument is properly calibrated at all times. Contractor shall indicate the day, date, and time on the strip chart upon arrival to and exit from the Project area at all times negative pressure filtration is required.

Contractor shall have at least one (1) additional negative pressure filtration unit inside the abatement work area(s) whenever use of negative pressure filtration units is required. All parts of each negative pressure filtration unit shall be located completely within the abatement work area boundaries.

10) INSPECTION OF SETUP PROCEDURES

Upon completion of all setup procedures, Contractor shall notify Owner's Representative. Contractor shall not begin to remove, enclose, or encapsulate any asbestos material at any time before this notification has been provided. Owner's Representative shall perform a comprehensive inspection of Contractor's setup in and around the abatement work area(s). Contractor's Supervisor shall be present with Owner's Representative during this inspection. The inspection may include performance of a smoke test to assess the integrity of the containment or critical barriers and determine air flow patterns and velocity in the abatement work area(s). Contractor shall immediately correct any discrepancies as requested by Owner's Representative.

11) ASBESTOS ABATEMENT

Contractor shall remove all asbestos materials in the abatement work area(s) using proper wet methods and housekeeping techniques which are detailed in applicable Federal and State regulations. All asbestos material shall be adequately wet at all times and shall not be allowed to accumulate on the floor or other surfaces of the abatement work area(s).

Whenever possible, asbestos materials shall be removed in large sections with minimal breakage or disturbance. Asbestos materials shall be carefully lowered to the floor and shall not be dropped or thrown. Amended water shall be used at all times. Water shall not be allowed to accumulate on the floor or other surfaces of the abatement work area(s).

All pipe dope on thermal system components (with the exception of obvious Teflon tape) shall be considered asbestos containing and/or asbestos contaminated and shall be properly removed by Contractor.

Cutting, bending, or removal of any conduit, wire, or other building system component shall not occur without prior approval from Owner or Owner's Representative.

#### 12) CONTAINERIZATION/STORAGE OF ASBESTOS WASTE

Contractor shall place all asbestos waste material into containers that are labeled according to applicable Federal and State Regulations. Containers shall be adequate to prevent puncturing or ripping by asbestos and non-asbestos waste. If material is bagged, the container shall consist of a minimum of two (2) 6 mil bags and shall be sealed airtight. All air within the container shall be removed from the container by hepa vacuuming methods. Both bags shall be "goosenecked" (i.e., completely sealed) to discourage leakage of water. Fiber drums shall be lined with a minimum of two (2) 6 mil poly bags and material inside the drum shall be sealed airtight.

All material shall be adequately wet when placed into the disposal container. Accumulated asbestos waste shall be removed from the abatement work area(s) each day. No asbestos waste shall be stored in the abatement work area(s) overnight.

Asbestos waste shall only be stored in the on-site storage/transportation container or properly transported off-site and shall never be stored in another location on or off of Owner's property without prior approval of Owner. Contractor shall properly label the on-site storage container whenever asbestos waste containers are being placed into the on-site storage container.

All containerized asbestos waste shall be removed from the abatement work area(s) prior to the start of the final visual inspection by the Owner's Representative.

#### 13) INITIAL CLEANING

Upon completion of removal and containerization, Contractor shall clean all surfaces in the entire abatement work area(s), including but not limited to, the decontamination structure, waste load out structure, containment barriers, and thermal system components, using wet cleaning methods and/or vacuums equipped with hepa filtration. Pressure washers shall not be used at any time to perform cleaning activities.

Contractor shall only use vacuums equipped with proper hepa filtration. Contractor shall not apply paint, an encapsulant/lockdown material, or any other coating or covering to any thermal system component or other surface within the abatement work area(s) at any time throughout the duration of the Project.

14) INITIAL VISUAL INSPECTION

Upon completion of initial cleaning, Owner's Representative shall perform an initial visual inspection to determine if there is any visible dust, dirt, debris, or residue on any surfaces in the abatement work area(s). The Contractor's Supervisor shall be present with Owner's Representative during this inspection. Contractor shall re-clean all areas which have dust, dirt, debris, or residue, at the request of Owner's Representative.

15) TAKEDOWN OF CONTAINMENT BARRIERS

Upon completion of the initial visual inspection, Contractor shall remove all containment barriers from the walls and floor. All critical barriers shall remain in place. Containment barriers shall be considered asbestos contaminated and containerized and disposed of properly.

16) CLEANING OF THE ABATEMENT WORK AREA(S)

Contractor shall clean all surfaces in the entire abatement work area(s), including but not limited to, the decontamination structure, waste load-out structure, critical barriers, exposed walls, floor, and ceiling, and mechanical/electrical components, until there is no visible dust, dirt, debris, or residue using wet cleaning methods and/or vacuums equipped with hepa filtration. Upon completion of cleaning, all surfaces shall be allowed to dry. Pressure washers shall not be used at any time to perform cleaning activities.

Contractor shall only use vacuums equipped with proper hepa filtration. Contractor shall not apply paint to any thermal system component or other surface within the abatement work area at any time throughout the duration of the Project.

17) VISUAL INSPECTION

Owner's Representative shall perform a visual inspection of all surfaces in the entire abatement work area(s), including the decontamination structure and waste load-out structure for any visible dust, dirt, debris, or residue. In addition, Owner's Representative shall perform a touch test of surfaces to ensure no dust, dirt, debris, or residue can be felt on any surfaces. Prior to performance of the visual inspection, all surfaces in the abatement work area shall be dry. Contractor's Supervisor shall be present with Owner's Representative during the visual inspection. Contractor shall re-clean all areas which have visible dust, dirt, debris, or residue, at the request of Owner's Representative, until there is no visible dust, dirt, debris, or residue in the abatement work area(s).

18) CLEARANCE AIR MONITORING/ANALYSIS

Upon successful completion of the final visual inspection, Owner's Representative shall collect clearance air samples utilizing aggressive collection methods in accordance with VRAC. Clearance air samples shall be analyzed by a Vermont certified analytical service and analyst using Phase Contrast Microscopy (PCM).

The abatement work area shall be considered adequately clean at the completion of a comprehensive visual inspection (i.e., no visible dust, dirt, debris, or residue in the abatement work area), and after all clearance air samples which were collected indicate acceptable airborne fiber levels at the time of air sample collection in accordance with

VRAC. Contractor shall re-clean the entire abatement work area for retesting if the above referenced clearance air monitoring criteria is not met.

#### 19) REMOVAL OF CRITICAL BARRIERS

Upon successful completion of the clearance procedure, Contractor shall remove all critical barriers from the abatement work area. Contractor shall also remove the decontamination structure and waste load-out structure and restore the abatement work area to at least the condition as originally found. All critical barriers and decontamination structure barriers shall be considered asbestos contaminated and shall be containerized and disposed of properly.

#### 20) STORAGE/TRANSPORTATION OF ASBESTOS WASTE

Contractor shall properly containerize and remove from Owner's property all asbestos waste generated during the Project. All waste stored on-site prior to transport shall be stored in a secure, locked storage/transportation container, placed in a location acceptable to Owner and Owner's Representative.

Contractor shall transport all asbestos waste according to applicable Federal, State and Local regulations. Contractor shall maintain paperwork in accordance with all applicable Federal, State and Local regulations. Transportation forms shall itemize the specific number of containers (i.e., bags or drums) and total cubic yards of waste material that was generated during the Project and removed from Owner's property.

#### 21) DISPOSAL OF ASBESTOS WASTE

Contractor shall properly dispose of all asbestos waste that is generated during the Project in accordance with all applicable Federal, State and Local regulations. The landfill facility shall be approved by Federal State and Local authorities to accept asbestos waste.

Contractor shall provide documentation of disposal form(s) to Owner and Owner's Representative no later than thirty (30) calendar days after release from on-site obligations. The form shall be signed and dated by a representative of the landfill and shall itemize the specific number of containers (i.e., bags or drums) and total cubic yards of waste material which were generated and received at the landfill.

All wastewater generated by Contractor during the Project shall be disposed of properly as asbestos waste or properly filtered prior to discharge into the municipal wastewater system. At minimum, a 5 micron filter fabric for asbestos shall be used for water filtration.

#### 22) FINAL INSPECTION

Owner, Owner's Representative, and Contractor's Supervisor shall perform a final inspection in and around the abatement work area(s) prior to formal release of Contractor. Contractor shall correct any deficiencies at Owner's request.

### 23) CONTRACTOR RELEASE FROM ON-SITE OBLIGATIONS

Upon satisfactory completion of Owner's final inspection, Contractor shall be informed of preliminary release from on-site obligations by Owner. Contractor shall not be released from on-site obligations until all asbestos waste, apparatus, equipment, materials, critical barriers, and containment barriers have been removed from Owner's property. At this time, Contractor's on-site obligations shall be considered complete.

### 24) CONTRACTOR'S PROJECT CLOSURE REPORT

Contractor shall provide Owner and Owner's Representative with a project closure report in accordance with the Project Timetable. At minimum, this report shall include the following:

- ❖ All notifications/permits/licenses and other documentation related to the planning phase of the Project.
- ❖ All qualification certificates, licenses, accreditation documents, medical monitoring documents, and fit test forms of Contractor and all Contractor employees who participated in the Project.
- ❖ Written respiratory protection program.
- ❖ Material Safety Data sheets of all hazardous materials/substances used during the Project.
- ❖ Strip chart recordings of the negative pressure differential maintained throughout the duration of the Project.
- ❖ Sign-in/Sign-out logs for entrance to/exit from the abatement work area.
- ❖ Daily written Supervisor logs.
- ❖ Personnel air monitoring data, including negative exposure assessment data.

## **SPECIFIC WORK PRACTICE REQUIREMENTS**

- 1) Placement of any asbestos waste storage/transportation containers shall be coordinated with Owner's Representative, Owner, and General Contractor.
- 2) Owner's Representative has performed a comprehensive asbestos inspection within the subject area. Contractor may request a copy of the asbestos inspection report should they have the need to question the status of suspect materials that are not specified for removal.
- 3) Owner shall be responsible for snow removal if applicable.
- 4) Contractor shall confine their work to the specified abatement work areas(s). No building materials or items shall be removed from any areas that are not within the specified scope of work.
- 5) Contractor shall relocate contents located where abatement will occur to other unaffected areas in the building(s).
- 6) Contractor shall remove universal waste items from all building at the site (e.g. fluorescent light tubes/ballasts, household cleaners/chemicals, paints/stain/varnish,

- thinner, mercury thermostats, etc.). Universal/household waste shall be stockpiled in the pole barn located west of the former town garage.
- 7) Contractor shall install/maintain a temporary heat source capable of maintaining interior temperatures in areas they are working at no less than 40 degrees Fahrenheit.
  - 8) Contractor shall be responsible for installation of temporary lighting in accordance with Project Support Systems, page #14, item #3.
  - 9) Contractor shall only use vacuums equipped with HEPA filtration.
  - 10) Amended water shall be used for wetting during all asbestos abatement activities.
  - 11) Contractor shall ensure that all mechanical, electrical and fire/sprinkler systems located in the abatement work areas have been disabled.
  - 12) Contractor shall install at least two (2) layers of 6 mil sheeting over all components within the abatement work area that are energized or have the potential to be energized at any time throughout the duration of the Project. All sheeting layers shall be directly fastened to the wall/floor/ceiling surface. Contractor shall not penetrate the first layer of sheeting during installation of the second layer of sheeting. Contractor shall not fasten the second layer of sheeting to the surface of the first layer of sheeting.
  - 13) Work practices in the asbestos abatement work encompassing CPAI Areas #23 - #29 shall include the following:
    - a. Contractor shall pre-clean all floor surfaces prior to installation of critical barriers.
    - b. Contractor shall remove all materials from all walls/ceilings throughout the abatement work area for disposal as asbestos waste.
    - c. Contractor shall remove all insulation materials in the abatement work area for disposal as asbestos waste.
  - 14) Abatement in CPAI Area #14 shall entail removal of all wood paneling with asbestos adhesive, as well as the substrate the paneling is adhered to.
  - 15) In areas where asbestos containing flooring materials are present Contractor shall remove all layers of finished flooring, including felt/tar paper.
  - 16) Contractor shall install critical barriers and establish negative pressure in CPAI Area #34 prior to removal of vinyl asbestos tiles.
  - 17) During final cleaning activities Contractor shall thoroughly clean all building surfaces, including all mechanical/electrical system components.
  - 18) Wall and floor poly shall be removed during final cleaning in each abatement work area.

19) The following procedures shall be implemented prior to/during removal of asbestos containing window glazing:

- a. Contractor shall utilize a remote decontamination structure constructed in accordance with General Work Practices, page #19, item #4.
- b. Contractor shall establish a regulated work area utilizing caution tape and appropriate signage.
- c. Contractor shall preclean asbestos window glazing debris inside/outside the building (e.g. floor, ground, window well, sill, adjacent fixtures, components, etc.).
- d. Contractor shall install drop cloths that shall be secured to the building.
- e. Contractor shall utilize waterproof tape to stabilize any loose, flaking window glazing.
- f. Contractor shall carefully remove window sashes with asbestos glazing and place them directly into asbestos waste bags for disposal as asbestos waste.

20) Asbestos containing concrete in CPAI Area Numbers 31/32 shall be removed with the assistance of Owner's Demolition Contractor during on-site demolition activities. Contractor shall assume a separate mobilization for this activity.

- a. Contractor shall clean up all vermiculite debris from the floor/ground surfaces along the retaining wall in CPAI Area #32.
- b. Contractor shall be responsible for procuring a dumpster and lining it with two (2) layers of 6-mil poly sheeting prior to removal of asbestos containing concrete.
- c. Contractor shall establish a regulated work area utilizing caution tape and appropriate signage.
- d. Following removal of asbestos containing concrete, Contractor shall remove any concrete debris remaining in the area.
- e. Contractor shall seal the load within the dumpster and affix appropriate labels to the load prior to transport to the landfill.

**SIGNATURE PAGE**

The undersigned affirm that they have read and understand the Design Document for Removal of Asbestos Containing Materials (December 18, 2025) from on/within designated areas of buildings located at Lot #1, 14 St. Armand Road & Lot #2, 3111 VT Route 78, Highgate, Vermont.

Furthermore, the undersigned agrees to conduct their activities in full compliance with all applicable Federal, State and Local regulations that may apply to this Project.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

---

ASBESTOS ABATEMENT CONTRACTOR  
(name of Asbestos Abatement Entity)

---

ASBESTOS ABATEMENT CONTRACTOR  
(name and title of Officer)

## APPENDIX 1

### Inventory of Asbestos Containing Materials to be Removed (Table 1)

Base Bid – Bid Price #1

### Inventory of Asbestos Containing Materials to be Removed (Table 2)

Base Bid – Bid Price #2



**Table 1  
Inventory of Asbestos Containing Materials**

**BASE BID – BID PRICE #1**

Building/Addition: Lot #1 – Residential Structure  
14 St. Armand Road  
Highgate, Vermont

CPAI Area No.	Homogeneous Material	Approx. Quantity	General Location
03	Sink Undercoating Material, black	8 sq. ft.	On underside of sink at west wall.
04	Backer board, assoc. w/ brick veneer	48 sq. ft.	On east wall.
14	Adhesive, assoc. w/ wall paneling	244 sq. ft.	On south, east and west walls.
25	Wall/Ceiling Plaster	494 sq. ft.	On ceiling and north, south, east and west walls.
	Adhesive, assoc. w/ wall paneling	342 sq. ft.	On north, south, east and west walls.
26	Wall/Ceiling Plaster	836 sq. ft.	On ceiling (above suspended ceiling tile) and on north, south, east and west walls.
	Adhesive, assoc. w/ wall paneling	579 sq. ft.	On north, south, east and west walls.
27	Joint Compound, assoc. w/ Sheet Rock	88 sq. ft.	On lower north, south, east and west walls.
	Adhesive, assoc. w/ wall paneling	102 sq. ft.	On upper north, south, east and west walls.
28	Joint Compound, assoc. w/ Sheet Rock	88 sq. ft.	On lower north, south, east and west walls.
	Adhesive, assoc. w/ wall paneling	102 sq. ft.	On upper north, south, east and west walls.

(continued)

**Table 1**  
**Inventory of Confirmed/Assumed Asbestos Containing Materials**  
**BASE BID – BID PRICE #1**

Building/Addition: Lot #1 – Residential Structure  
 14 St. Armand Road  
 Highgate, Vermont

CPAI Area No.	Homogeneous Material	Approx. Quantity	General Location
29 (Generic Room)	Wall/Ceiling Plaster	328 sq. ft.	On ceiling (above suspended ceiling tile) and on north, south, east and west walls.
	Adhesive, assoc. w/ wall paneling	258 sq. ft.	On north, south, east and west walls.
32	Vermiculite	Unquant.	On floor along retaining wall.
31/32 Basement	Concrete	84 sq. ft.	Lower wall dividing CPAI Areas #31 and #32.
Exterior	Window Glazing associated w/ six (6) pane window sashes	6 sq. ft.	At north and south gable ends of the main house, two (2) sashes at each gable.
	Silver Roof Coating	3,132 sq. ft.	On entire upper, lower and porch roofs.
	Flashing Cement	16 sq. ft.	On and around chimney at roof (assumed).



**Table 2**  
**Inventory of Asbestos Containing Materials**

**BASE BID – BID PRICE #2**

Building/Addition: Lot #2 – Former Town Garage  
3111 VT Route 78  
Highgate, Vermont

CPAI Area No.	Homogeneous Material	Approx. Quantity	General Location
34 (Office)	Vinyl Floor Tile, 9" x 9", cream	64 sq. ft.	On floor throughout area.
38 (Storage)	Window Glazing, assoc. w/ six (6) pane windows	3 sq. ft.	On two (2) sashes at east wall.
Exterior	Window Glazing, assoc. w/ six (6) pane window sashes	3 sq. ft.	On two (2) sashes (double hung window) at upper level of south elevation.
	Silver Roof Coating	3,600 sq. ft.	On upper and lower roofs
	Silver Wall Coating	928 sq. ft.	- On north elevation walls. - On east elevation wall, north section.

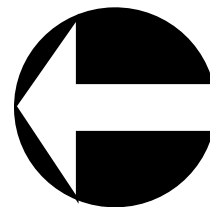
## APPENDIX 2

# Asbestos Abatement Drawings

Lot #1 – Residential Structure  
First Floor  
Second Floor  
Basement

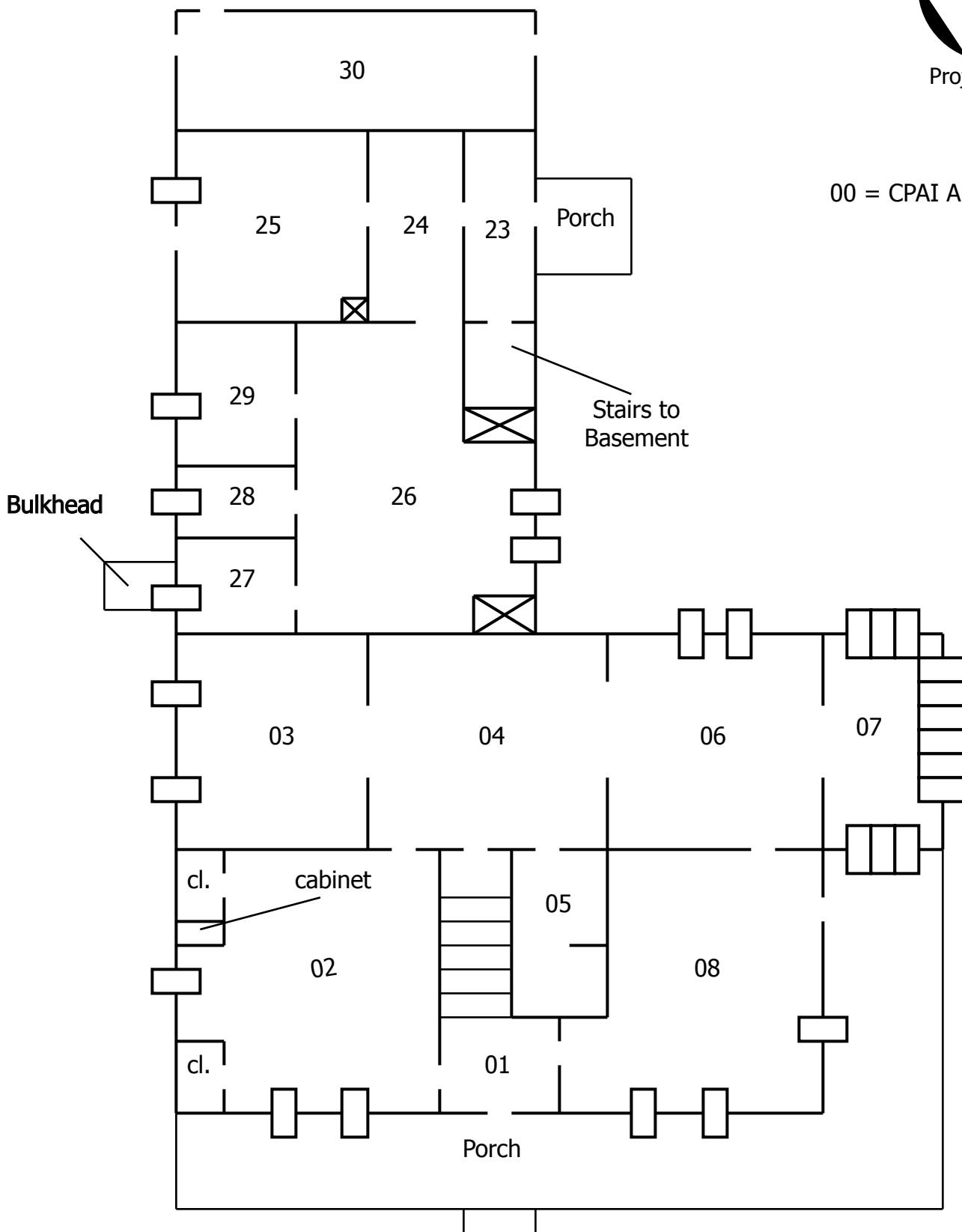
Lot #2 – Former Town Garage

# First Floor



Project North

00 = CPAI Area Number

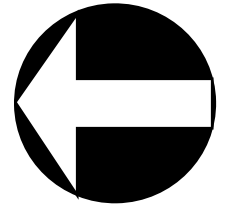


Clay Point Associates, Inc.  
Project #13643  
September 5, 2025

Lot #1 - Residential Structure  
14 St. Armand Road  
Highgate, Vermont

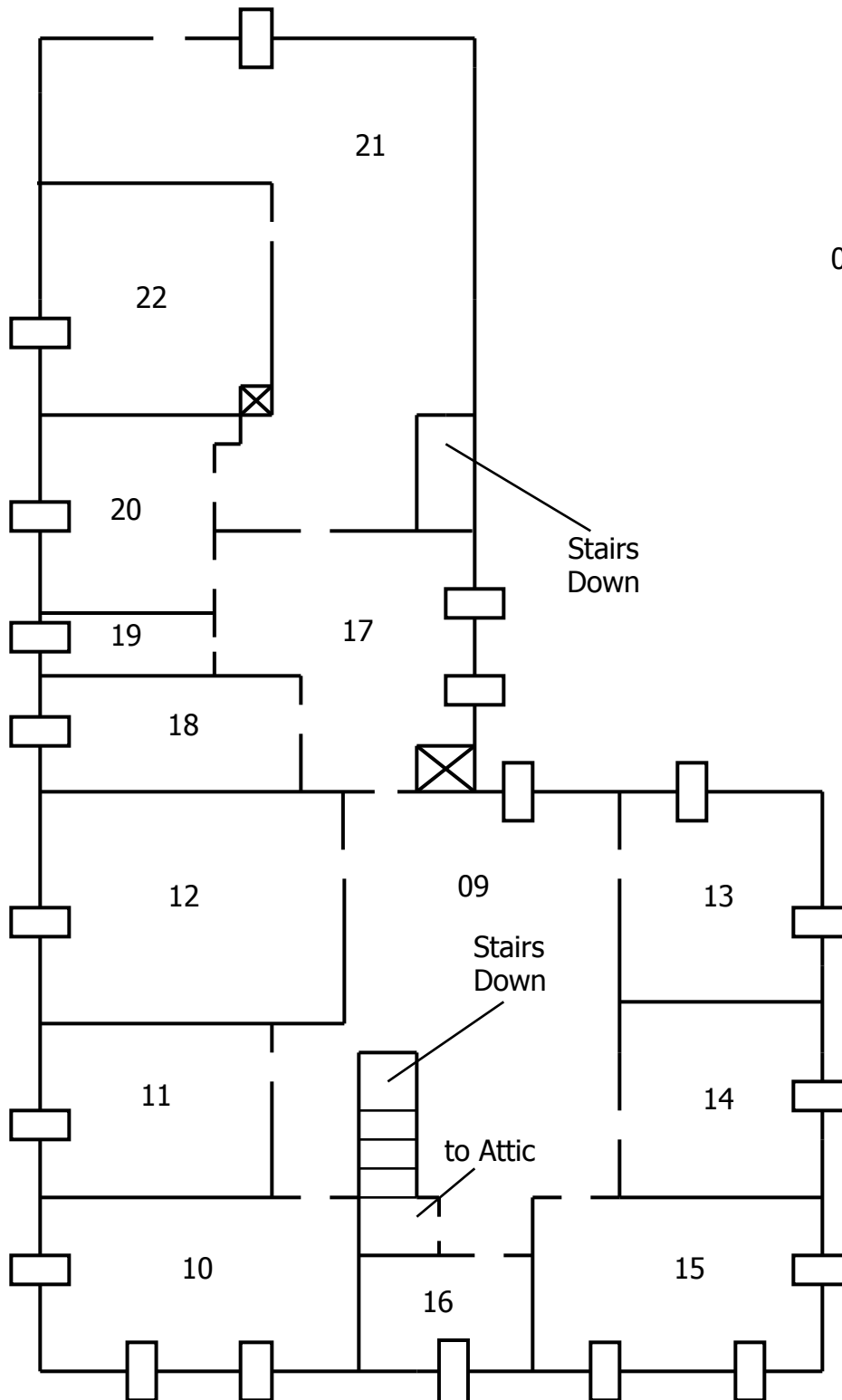
Asbestos Abatement  
Not to Scale  
Drawn By: Kyle Austin

# Second Floor



Project North

00 = CPAI Area Number

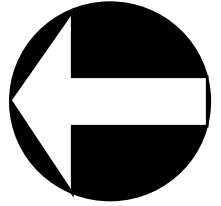


Clay Point Associates, Inc.  
Project #13643  
September 5, 2025

Lot #1 - Residential Structure  
14 St. Armand Road  
Highgate, Vermont

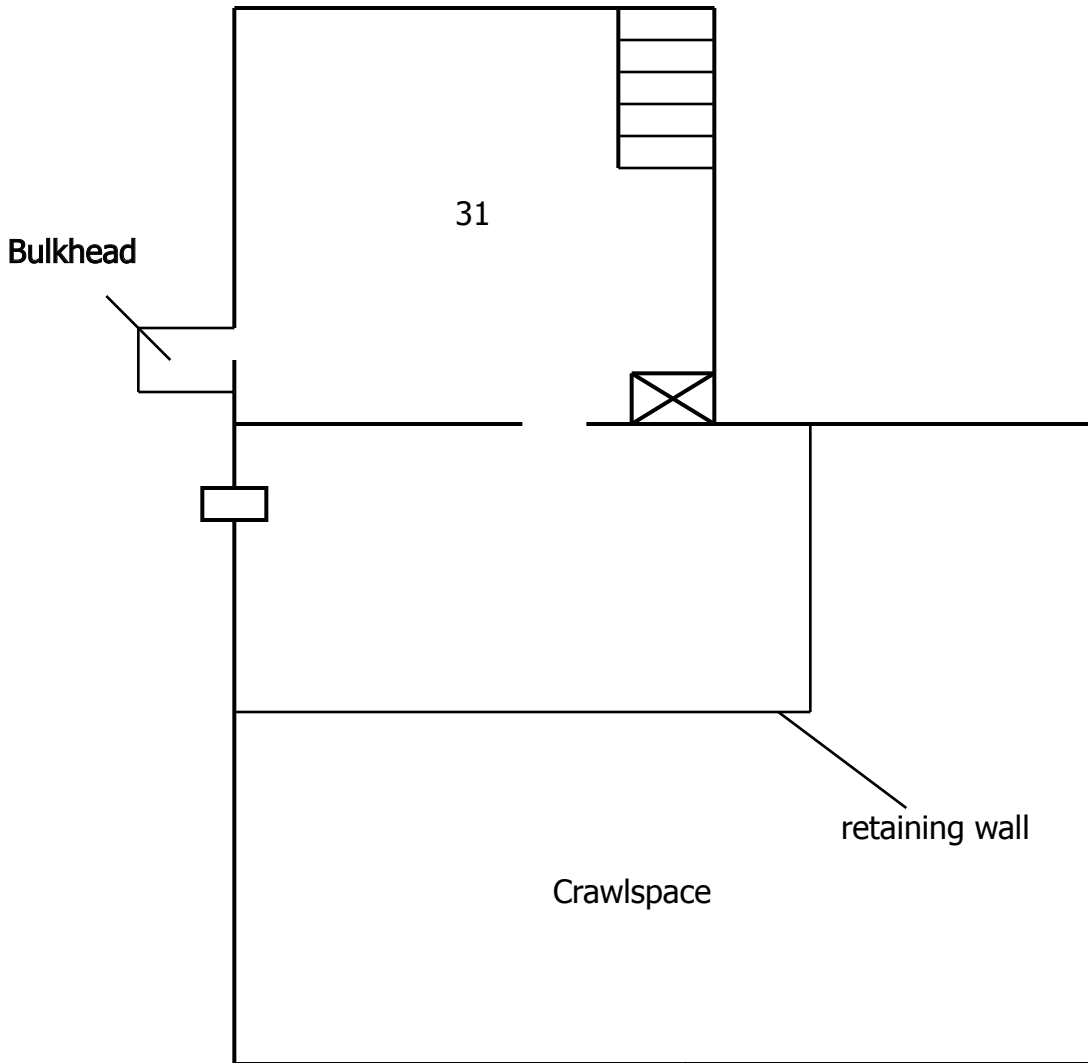
Asbestos Abatement  
Not to Scale  
Drawn By: Kyle Austin

# Basement

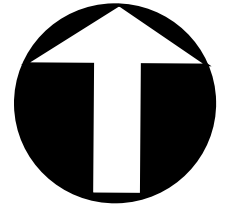


Project North

00 = CPAI Area Number

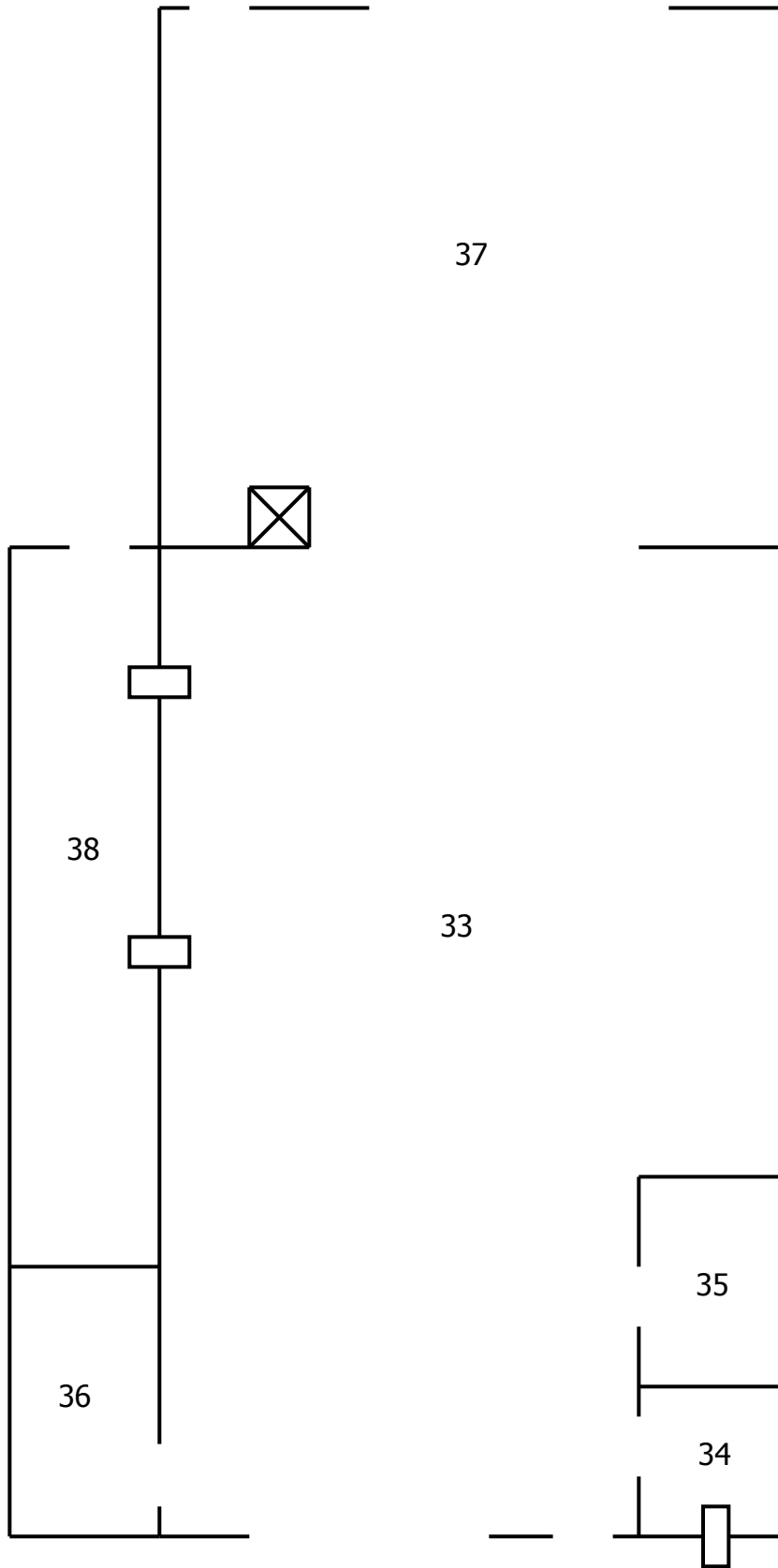


# Former Town Garage



Project North

00 = CPAI Area Number



Clay Point Associates, Inc.  
Project #13643  
September 5, 2025

Lot #2 - Former Town Garage  
3111 VT Route 78  
Highgate, Vermont

Asbestos Abatement  
Not to Scale  
Drawn By: Kyle Austin

# APPENDIX 3

## Bid Form

**TOWN OF HIGHGATE**

Lot #1 – Residential Structure, 14 St. Armand Road

Lot #2 – Forer Town Garage, 3111 VT Route 78

Highgate, Vermont

Removal of Asbestos Containing Materials

Bid Form

(1 of 6)

To:

Ms. Fredi Hayes  
Town of Highgate  
P.O. Box 189/2996 VT Route 78  
Highgate Center, Vermont 05459

Proposal of:

---

Organized and Existing under  
the laws of the State of:

---

Doing Business as a:

---

(corporation, partnership, sole proprietorship, etc.)

VT Business Account #  
and Date of Registration  
w/VT Secretary of State

---

Having carefully examined the Design Document for Removal of Asbestos Containing Materials and related attachments, as well as the premises and conditions affecting the Project, we the undersigned propose to furnish all necessary labor, equipment, and materials for construction and completion of the Project.

By submission of this Bid Form, we certify that the Bid Prices have been arrived at independently, without consultation, communication, or agreement as to any matter relating to the Project, with any other Bidder, or with any other competitor.

We propose to perform the Project in strict accordance with the Design Document for Removal of Asbestos Containing Materials, related attachments, and all applicable Federal, State, and Local Regulations at the price stated below.

**TOWN OF HIGHGATE**

Lot #1 – Residential Structure, 14 St. Armand Road

Lot #2 – Forer Town Garage, 3111 VT Route 78

Highgate, Vermont

Removal of Asbestos Containing Materials

Bid Form

(2 of 6)

Base Bid Price #1

Owner requests a lump sum bid price for performance of the Project. The following briefly describes the bid price requested:

**LOT #1 – RESIDENTIAL STRUCTURE**

The Project shall be removal and proper disposal of all designated asbestos containing materials from on/within the residential structure located at 14 St. Armand Road, Highgate, Vermont. All work shall be performed in accordance with the Design Document for Removal of Asbestos Containing Materials, and all applicable Federal, State, and Town of Highgate, Vermont regulations. The Design Document approximately describes asbestos materials and quantities to be removed (Table 1) as well as certain technical requirements. Relevant site conditions were described and shown during the pre-bid conference. The specific boundaries of the abatement work areas were described and shown during the site inspection and are indicated on the Asbestos Abatement Drawings. The Project shall be performed in accordance with Owner's specified Timeframe as detailed in the Design Document. Clearance air sample collection shall be performed in accordance with V.S.A. Title 18, Chapter 26, Vermont Regulations for Asbestos Control (VRAC). All professional activities related to the Project shall be performed by Owner's Representative. When developing their bid price, Bidder's shall include the cost for carrying asbestos liability insurance.

Total of Base Bid Price #1:

\_\_\_\_\_ (written)

\$ \_\_\_\_\_ (figures)

Name of Bidder: \_\_\_\_\_

**TOWN OF HIGHGATE**

Lot #1 – Residential Structure, 14 St. Armand Road

Lot #2 – Former Town Garage, 3111 VT Route 78

Highgate, Vermont

Removal of Asbestos Containing Materials

Bid Form

(3 of 6)

Base Bid Price #2

Owner requests a lump sum bid price for performance of the Project. The following briefly describes the bid price requested:

**LOT #2 – FORMER TOWN GARAGE**

The Project shall be removal and proper disposal of all designated asbestos containing materials from on/within the former town garage located at 3111 VT Route 78, Highgate, Vermont. All work shall be performed in accordance with the Design Document for Removal of Asbestos Containing Materials, and all applicable Federal, State, and Town of Highgate, Vermont regulations. The Design Document approximately describes asbestos materials and quantities to be removed (Table 2) as well as certain technical requirements. Relevant site conditions were described and shown during the pre-bid conference. The specific boundaries of the abatement work areas were described and shown during the site inspection and are indicated on the Asbestos Abatement Drawings. The Project shall be performed in accordance with Owner's specified Timeframe as detailed in the Design Document. Clearance visual inspections will be performed in all areas where small scale short duration and VRAC Section 6 removal activities occur. All professional activities related to the Project shall be performed by Owner's Representative. When developing their bid price, Bidder's shall include the cost for carrying asbestos liability insurance.

Total of Add Alternate #2:

\_\_\_\_\_ (written)

\$ \_\_\_\_\_ (figures)

Name of Bidder: \_\_\_\_\_

**TOWN OF HIGHGATE**

Lot #1 – Residential Structure, 14 St. Armand Road  
Lot #2 – Forer Town Garage, 3111 VT Route 78  
Highgate, Vermont  
Removal of Asbestos Containing Materials

Bid Form  
(4 of 6)

Rate Sheet

Bidder shall provide the following prices labor and materials (maximum markup of 10%) in the event that additional asbestos work is required.

Asbestos Abatement Worker (weekdays) (including insurance, administrative, overhead & profit)	\$ _____ /hour
Asbestos Abatement Worker (weekends) (including insurance, administrative, overhead & profit)	\$ _____ /hour
Asbestos Abatement Supervisor (weekdays) (including insurance, administrative, overhead & profit)	\$ _____ /hour
Asbestos Abatement Supervisor (weekends) (including insurance, administrative, overhead & profit)	\$ _____ /hour
Travel (Worker, at all times)	\$ _____ /hour
Travel (Supervisor, at all times)	\$ _____ /hour
Mileage	\$ _____ /mile
Transportation and Disposal of Asbestos Waste	\$ _____ / bag \$ _____ / cu. yd.
Personal Air Sample Collection and Analysis (PCM)	\$ _____ /sample
Contractor Asbestos Liability Insurance (\$1 M limit)	\$ _____ % of project cost
Use of Negative Pressure Filtration Unit	\$ _____ /day
Use of Vacuum (Wet or Dry) with HEPA Filtration	\$ _____ /hour
Standard Glovebag	\$ _____ / glovebag

Name of Bidder: \_\_\_\_\_

**TOWN OF HIGHGATE**

Lot #1 – Residential Structure, 14 St. Armand Road

Lot #2 – Forer Town Garage, 3111 VT Route 78

Highgate, Vermont

Removal of Asbestos Containing Materials

Bid Form

(5 of 6)

Rate Sheet (cont.)

Disposable Protective Coveralls and Gloves	\$ _____ /set
HEPA Cartridges for 1/2 Face Negative Pressure Resp.	\$ _____ /set
Poly Sheeting (6 mil., 20 x 100)	\$ _____ /roll
Labeled Asbestos Disposal Bags (6 mil.)	\$ _____ /bag
Duct Tape (2 in. x 60 yds.)	\$ _____ /roll
Duct Tape (3 in. x 60 yds.)	\$ _____ /roll
Spray Adhesive	\$ _____ /can
Surfactant	\$ _____ /gallon
Disposable Towels/Rags	\$ _____ /box
Material and Equipment figures include the following markup (maximum 10%)	_____ %

Name of Bidder: \_\_\_\_\_

**TOWN OF HIGHGATE**

Lot #1 – Residential Structure, 14 St. Armand Road

Lot #2 – Forer Town Garage, 3111 VT Route 78

Highgate, Vermont

Removal of Asbestos Containing Materials

Bid Form

(6 of 6)

We acknowledge receipt of the following addenda:

---

---

The prices stated above shall be valid for \_\_\_\_\_ days after the date below (minimum, one hundred and eighty (180) days).

Respectfully Submitted:

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Name of Officer

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Asbestos Abatement Entity

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Date

Affix Seal if Bid is by a Corporation

# APPENDIX 4

## Release of Liens

Contractors Partial Release and Waiver of Lien  
Contractor's and Subcontractor's Final Release and Waiver of Lien

**CONTRACTOR'S PARTIAL RELEASE AND WAIVER OF LIEN**

Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

For and in consideration of the anticipated receipt of \$\_\_\_\_\_, in payment of labor and/or materials furnished, the sufficiency and anticipated receipt of which is hereby acknowledged, the undersigned does hereby waive, release, and relinquish any and all claims, demands, and rights of lien for all work, labor, materials, machinery or other goods, equipment or services done, performed or furnished for the construction located at the site hereinafter described, to wit:

**(Project Name, Owner, Address)**

as of: \_\_\_\_\_ (Date)

The undersigned further warrants and represents that any and all valid labor and/or material and equipment described on behalf of the undersigned have been paid in full to the date of this waiver, or will be paid from these funds. The effective date of this lien waiver is the date that the check for payment of this requisition has cleared.

Amount of Contract (including all approved change orders)	\$ _____
Total To Be Paid to Date (including this requisition)	\$ _____
Remaining Funds in Contract (after payment of this requisition)	\$ _____

By: \_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Its Duly Authorized Agent

State of Vermont

County of \_\_\_\_\_, ss:

At \_\_\_\_\_ in said county on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, duly authorized agent of \_\_\_\_\_, and acknowledged the foregoing Contractor's Partial Release and Waiver of Lien to be his/her free act and deed and the free act and deed of \_\_\_\_\_.

Before me, \_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_.

Note: This lien waiver must be notarized by a Vermont notary.

**CONTRACTOR'S AND SUBCONTRACTOR'S FINAL RELEASE  
AND WAIVER OF LIEN**

Contractor/Sub Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Subject to the receipt of \$\_\_\_\_\_, for funds currently requested in payment of labor, subcontractors and/or materials furnished, the undersigned does hereby waive, release, and relinquish any and all claims, demands, and rights of lien for all work, labor, materials, machinery or other goods, equipment or services done, performed or furnished for the construction located at the site hereinafter described, to wit:

\_\_\_\_\_  
**(Project Name and Owner)**

\_\_\_\_\_ as of \_\_\_\_\_  
**(City or Town, State) (Date)**

The undersigned further warrants and represents that any and all valid labor, subcontractors and/or material and equipment described on behalf of the undersigned have been paid in full to the date of this waiver, or will be paid from the currently requested funds. This release becomes effective only upon receipt of the above amount.

Amount of Contract (including all approved change orders)	\$ _____
Total Paid to Date	\$ _____
Amount currently requested	\$ _____
Remaining Funds in Contract (after payment of this requisition)	\$ _____

By: \_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Its Duly Authorized Agent

State of Vermont

County of \_\_\_\_\_, ss:

At \_\_\_\_\_ in said county on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, personally appeared before me \_\_\_\_\_, duly authorized agent of \_\_\_\_\_, and acknowledged the foregoing Contractor's Final Release and Waiver of Lien to be his/her free act and deed and the free act and deed of \_\_\_\_\_.

Before me,

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

Note: This lien waiver must be notarized by a Vermont notary.

## APPENDIX 5

### Federal Attachments

## **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

---

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant is **required** to check the "System for Award Management" at [www.sam.gov](http://www.sam.gov). (www.sam.gov combines the Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  
9. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion for Lower Tier Covered Transactions**

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Executed this \_\_\_\_\_ date of \_\_\_\_\_, 20\_\_\_\_. By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title (if any)

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

---

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ date of \_\_\_\_\_, 20\_\_\_\_\_.

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title, if any)

Covered Action: \_\_\_\_\_  
(Type and Identity of Program, Project, or Activity)

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 13 52, title 3 1, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ date of \_\_\_\_\_ 20\_\_.

By \_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(typed or printed name)  
\_\_\_\_\_  
(title, if any)

## **Davis Bacon Act**

The Davis Bacon Act requires workers to receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are determined by the Department of Labor and are issued in the form of a Federal Wage Determination.

The following summarizes the requirements of the Davis Bacon Act:

- ⇒ Wages must be paid at least once a week and in full, making only those deductions that are permitted by the Secretary of Labor.
- ⇒ Must display the Secretary of Labors' Wage Poster and Wage Determination Poster in a conspicuous place at the work site.
- ⇒ Must permit monitoring of your compliance with Federal Labor Standards including spot checks on the job site. These will include VHCB staff interviews of employees.
- ⇒ Must complete a number of forms and records and submit them with disbursement requests:
  - weekly payroll sheet (HUD form WH-347)
  - Contractor's Certification prior to disbursement of funds.
  - Subcontractor's Certification prior to disbursement of funds.

Generally, in construction projects where there is a general contractor it will be the general contractor's responsibility to complete the pre-construction interview, random interviews, sample employee interviews, and the weekly payroll sheets. In those instances where the grantee is acting as the general contractor, the grantee will need to complete the necessary items.

Davis Bacon does not apply to volunteer labor. A volunteer is someone who receives no compensation; or is paid only expenses, reasonable benefits or a nominal fee to perform services for which he or she volunteered; and is not otherwise employed at any time in the construction work.

Davis Bacon does not apply to members of an eligible family who provide labor in exchange for equity or rent.

"General Decision Number: VT20260005 01/02/2026

Superseded General Decision Number: VT20250005

State: Vermont

Construction Type: Residential

County: Franklin County in Vermont.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Modification Number 0 Publication Date 01/02/2026

SUVT1990-006 03/29/1990

	Rates	Fringes
Asbestos worker/insulator.....	\$ 7.25	
Carpenter.....	\$ 7.25	
Cement mason.....	\$ 7.50	
Electrician.....	\$ 7.25	
Laborers:		
_Asphalt raker.....	\$ 7.25	
_General.....	\$ 7.25	
Painter.....	\$ 7.25	
Plumber.....	\$ 7.25	
Power equipment operators:		
_Backhoe.....	\$ 7.25	
_Bulldozer.....	\$ 7.25	
_Crane.....	\$ 7.25	
_Forklift.....	\$ 7.25	
_Paver.....	\$ 7.25	
_Roller.....	\$ 7.25	
Roofer.....	\$ 7.25	
Sheet metal worker.....	\$ 7.25	
Truck driver.....	\$ 7.25	

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

-----

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

## Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

## Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

## State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

## -----

### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification

and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

=====

END OF GENERAL DECISION

..

**PAYROLL**

**For contractor's optional use; see instructions at [dol.gov/agencies/whd/forms/wh347](http://dol.gov/agencies/whd/forms/wh347)**

*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	OMB No. 1235-0008 Expires 09/30/2026
--------------------	------------------	---------	---

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
-------------	-----------------	----------------------	-------------------------

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
			O																
			S																
			O																
			S																
			O																
			S																
			O																
			S																
			O																
			S																
			O																
			S																

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210



# APPENDIX 6

## Lead-Based Paint

Scope of Work

Lead-Based Paint Components to be Removed – Field Sheets

Drawings

Bid Form



**TOWN OF HIGHGATE**

Lead-Based Paint – Components to be Removed  
Lot #1 – Residential Structure, 14 St. Armand Road  
Highgate, Vermont

December 18, 2025

**INTRODUCTION**

Based on the results of Toxicity Characteristic Leaching Procedure (TCLP) sample collection activities performed by Clay Point Associates, Inc. (CPAI) it has been determined that designated building materials/architectural components will need to be segregated from the demolition waste stream following removal of all asbestos containing materials. These items are detailed in the attached Table – LBP/Building Components to be Removed. Also attached in this Appendix are floor plans depicting existing floor plans, CPAI Area Numbers, and a bid form.

**LEAD-BASED PAINT SCOPE OF WORK**

- 1) All work related to removal/disposal of designated building materials/architectural components listed in the attached table shall be performed in accordance with applicable Federal and State of Vermont Regulations by properly trained personnel.
- 2) Placement of lead-hazardous waste storage/transportation containers shall be coordinated with Owner's Representative, Owner, and General Contractor.
- 3) All personnel assigned to this work shall wear appropriate personal protective equipment, including, but not necessarily limited to the following:
  - a. Appropriate respirators
  - b. Disposable coveralls
  - c. Hard hats
  - d. Eye protection
  - e. Steel toe boots
- 4) Contractor shall utilize a remote decontamination structure in accordance with General Work Practices, page #19, item #4.
- 5) All waste generated each day shall be cleaned up and placed into the lead-hazardous waste storage/transportation container which shall be securely covered at the end of each shift.
- 6) Contractor shall utilize wet cleaning methods and vacuums equipped with HEPA filtration to thoroughly clean all interior areas until free of visible dust, dirt and debris.
- 7) While performing removal of exterior building materials/architectural components, Contractor shall establish a regulated work area utilizing caution tape and appropriate signage. Contractor shall install continuous drop cloths that shall be secured to the building. Drop cloths shall be cleaned or properly disposed of at the end of each shift.
- 8) Contractor shall utilize wet cleaning methods and vacuums equipped with HEPA filtration to thoroughly clean all interior areas until free of visible dust, dirt and debris.

- 9) Following completion of all interior/exterior work, Contractor shall utilize wet cleaning methods and vacuums equipped with HEPA filtration to thoroughly clean all interior areas until free of visible dust, dirt and debris. Contractor shall also remove visible paint chips from ground surfaces around the entire perimeter of the structure to ensure that no lead-based paint debris remains on the surface. Contractor shall not be responsible for historic contamination below the ground surface.
- 10) Owner's Representative shall perform a final visual inspection of all surfaces (interior & exterior) for visible dust, dirt and debris. Contractor shall reclean designated areas at the request of Owner's Representative.



**Clay Point Associates, Inc.**  
P.O. Box 1254, Williston, VT 05495  
(802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 01 (Entry/Stairs)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
10	Door	Pink	Wood	Poor	Wall A, Door 1	> 9.9	POS.
11	Door Casing	Pink	Wood	Poor	Wall A, Door 1	> 9.9	POS.
12	Door Jamb	Stained	Wood	Poor	Wall A, Door 1	> 9.9	POS.
13	Sidelight	Pink	Wood	Poor	Wall A, Door 1	> 9.9	POS.
14	Sidelight Sash	Pink	Wood	Poor	Wall A, Door 1	> 9.9	POS.
24	Stair Riser	Stained	Wood	Poor	4 <sup>th</sup> riser above 1 <sup>st</sup> Floor	> 9.9	POS.
25	Stair Stringer	Stained	Wood	Poor	Wall B	> 9.9	POS.
29	Header	Stained	Wood	Fair	Wall A of Stairs	> 9.9	POS.
30	Wall	Wallppr	Plaster	Good	Wall A (upper)	4.2	POS.
31	Wall	Wallppr	Plaster	Good	Wall B (upper)	3.3	POS.



**Clay Point Associates, Inc.**  
 P.O. Box 1254, Williston, VT 05495  
 (802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 02 (Generic Interior Room)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
40	Baseboard	White	Wood	Fair	Walls A, C & D	> 9.9	POS.
41	Door	White	Wood	Poor	Wall D, Door 1 & Wall C, Door 1	> 9.9	POS.
42	Door Casing	White	Wood	Poor	Wall D, Door 1 & Wall C, Door 1	> 9.9	POS.
43	Door Jamb	Stained	Wood	Poor	Wall D, Door 1	> 9.9	POS.
44	Door Jamb	White	Wood	Poor	Wall C, Door 1	> 9.9	POS.
46	Window Sill	Blue	Wood	Poor	Wall A, Window 1 & 2	1.1	POS.
47	Wind. Apron	Blue	Wood	Poor	Wall A, Window 1 & 2	> 9.9	POS.
48	Wind. Casing	Blue	Wood	Poor	Wall A, Window 1 & 2	> 9.9	POS.
49	Window Stop	Blue	Wood	Poor	Wall A, Window 1 & 2	> 9.9	POS.
50	Window Sash	Blue	Wood	Poor	Wall A, Window 1 & 2	2.5	POS.
51	Window Jamb	Blue	Wood	Poor	Wall A, Window 1 & 2	6.6	POS.
	All Remaining Window Components				Wall A, Window 1 & 2		POS.
52	Window Sill	White	Wood	Poor	Wall B, Window 1	> 9.9	POS.
53	Wind. Apron	White	Wood	Poor	Wall B, Window 1	> 9.9	POS.
54	Wind. Casing	White	Wood	Poor	Wall B, Window 1	> 9.9	POS.
55	Window Stop	White	Wood	Poor	Wall B, Window 1	> 9.9	POS.
56	Window Sash	White	Wood	Poor	Wall B, Window 1	2.9	POS.
57	Window Jamb	White	Wood	Poor	Wall B, Window 1	> 9.9	POS.
	All Remaining Window Components				Wall B, Window 1		POS.



**Clay Point Associates, Inc.**  
P.O. Box 1254, Williston, VT 05495  
(802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 02 (cont.)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
62	Wall	Wallppr	Plaster	Fair	Wall B of Closet B-3	8.5	POS.
63	Wall	Wallppr	Plaster	Fair	Wall C of Closet B-3	7.6	POS.
64	Wall	Wallppr	Plaster	Fair	Cabinet (inside)	5.8	POS.
66	Vertical Suprt.	Cream	Wood	Poor	Wall B, Closet 1	> 9.9	POS.
70	Hook Board	Cream	Wood	Fair	Wall B of Closet B-1	2.3	POS.
71	Wall	Wallppr	Plaster	Poor	Wall A	7.3	POS.
72	Wall	Wallppr	Plaster	Poor	Wall B	8.4	POS.
73	Wall	Wallppr	Plaster	Poor	Wall A	6.4	POS.
74	Wall	Wallppr	Plaster	Poor	Wall B	4.0	POS.
75	Wall	Wallppr	Plaster	Poor	Wall C	5.3	POS.
76	Wall	Wallppr	Plaster	Poor	Wall D	7.7	POS.



**Clay Point Associates, Inc.**  
P.O. Box 1254, Williston, VT 05495  
(802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 03 (Kitchen)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
83	Window Sill	Blue	Wood	Poor	Wall B, Window 1 & 2	2.6	POS.
84	Wind. Apron	Blue	Wood	Poor	Wall B, Window 1 & 2	4.5	POS.
85	Wind. Casing	Blue	Wood	Poor	Wall B, Window 1 & 2	5.9	POS.
87	Window Sash	Blue	Wood	Poor	Wall B, Window 1 & 2	> 9.9	POS.
	All Remaining Window Components				Wall B, Window 1 & 2		POS.



**Clay Point Associates, Inc.**  
P.O. Box 1254, Williston, VT 05495  
(802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 04 (Dining Room)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
99	Baseboard	White	Wood	Poor	Walls A, C & D	> 9.9	POS.
102	Door	White	Wood	Poor	Wall A, Door 1 & 2	> 9.9	POS.
103	Door Casing	White	Wood	Poor	Wall A, Door 1, 2, 3 & Wall D, Door 1	> 9.9	POS.
104	Door Jamb	White	Wood	Poor	Wall A, Door 1, 2, 3 & Wall D, Door 1	> 9.9	POS.
105	Door	Tan	Wood	Poor	Wall A, Door 3	> 9.9	POS.
108	Shelf Support	White	Wood	Poor	Wall B of Closet	> 9.9	POS.
109	Wall	Wallppr	Plaster	Poor	Wall A of Closet	9.5	POS.
110	Wall	Wallppr	Plaster	Poor	Wall B of Closet	4.0	POS.
111	Wall	Wallppr	Plaster	Poor	Wall C of Closet	2.6	POS.
113	Wall	Wallppr	Plaster	Poor	Wall A	4.9	POS.
115	Wall	Wallppr	Plaster	Fair	Wall C	5.6	POS.



**Clay Point Associates, Inc.**  
 P.O. Box 1254, Williston, VT 05495  
 (802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 06 (Living Room)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
133	Baseboard	White	Wood	Fair	Walls A, B, C & D	> 9.9	POS.
134	Door	White	Wood	Poor	Wall A, Door 1	> 9.9	POS.
135	Door Casing	White	Wood	Poor	Wall A, Door 1	> 9.9	POS.
136	Door Jamb	White	Wood	Poor	Wall A, Door 1	> 9.9	POS.
137	Casing	White	Wood	Fair	Wall D Opening	1.3	POS.
138	Jamb	White	Wood	Fair	Wall D Opening	2.2	POS.
139	Column	White	Wood	Fair	Wall D Opening	1.6	POS.
140	Decor. Header	White	Wood	Fair	Wall D Opening	1.0	POS.
141	Wall Cap	White	Wood	Fair	Wall D Opening	1.3	POS.
143	Window Sill	White	Wood	Poor	Wall C, Window 1 & 2	> 9.9	POS.
144	Wind. Apron	White	Wood	Poor	Wall C, Window 1 & 2	> 9.9	POS.
145	Wind. Casing	White	Wood	Poor	Wall C, Window 1 & 2	> 9.9	POS.
147	Window Sash	White	Wood	Poor	Wall C, Window 1 & 2	> 9.9	POS.
148	Window Jamb	White	Wood	Poor	Wall C, Window 1 & 2	> 9.9	POS.
149	Window Well	White	Wood	Poor	Wall C, Window 1 & 2	> 9.9	POS.
150	W. Blind Stop	White	Wood	Poor	Wall C, Window 1 & 2	> 9.9	POS.
151	Storm Sash	Dk. Grn	Wood	Poor	Wall C, Window 1 & 2	1.2	POS.
152	Vertical Suprt.	Wallppr	Wood	Good	Wall C/D Corner	> 9.9	POS.



**Clay Point Associates, Inc.**  
**P.O. Box 1254, Williston, VT 05495**  
**(802) 879-2600**

**LBP/Building Components to be Removed**

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 07 (Sun Room)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
161	Baseboard	White	Wood	Poor	Walls A, B, C & D	3.4	POS.
164	Half Wall	White	Wood	Poor	Wall B Opening	1.0	POS.
165	Window Sill	Cream	Wood	Poor	All Windows	1.9	POS.
166	Wind. Apron	Cream	Wood	Fair	All Windows	1.3	POS.
167	Wind. Casing	Cream	Wood	Fair	All Windows	1.6	POS.
168	Window Stop	Cream	Wood	Fair	All Windows	2.4	POS.
169	Window Sash	Cream	Wood	Fair	All Windows	3.9	POS.
170	Window Jamb	Cream	Wood	Fair	All Windows	2.4	POS.
	All Remaining Window Components				All Windows		POS.



**Clay Point Associates, Inc.**  
P.O. Box 1254, Williston, VT 05495  
(802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 08 (Generic Interior Room)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
180	Door	Stained	Wood	Poor	Wall D, Door 1	> 9.9	POS.
181	Door Casing	Stained	Wood	Poor	Wall D, Door 1	> 9.9	POS.
182	Window Sill	Stained	Wood	Poor	Wall A, Windows 1 & 2, Wall D, Window 1	> 9.9	POS.
183	Wind. Casing	Stained	Wood	Poor	Wall A, Windows 1 & 2, Wall D, Window 1	8.8	POS.
184	Window Stop	Stained	Wood	Poor	Wall A, Windows 1 & 2, Wall D, Window 1	2.9	POS.
185	Window Jamb	Stained	Wood	Poor	Wall A, Windows 1 & 2, Wall D, Window 1	> 9.9	POS.
	All Remaining Window Components				Wall A, Windows 1 & 2, Wall D, Window 1		POS.
186	Vertical Suprt.	Wallppr	Wood	Good	Wall A/D Corner	> 9.9	POS.



**Clay Point Associates, Inc.**  
 P.O. Box 1254, Williston, VT 05495  
 (802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 09 (Hall)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
198	Baseboard	Blue	Wood	Poor	Walls A, B, C & D	> 9.9	POS.
199	Door	Blue	Wood	Poor	Wall A, Door 1 & 2	4.5	POS.
200	Door Casing	Blue	Wood	Poor	Wall A, Door 1 & 2	9.6	POS.
201	Door Jamb	Blue	Wood	Poor	Wall A, Door 1 & 2	> 9.9	POS.
202	Door	Pink	Wood	Poor	Wall B, Door 1	7.7	POS.
203	Door Casing	Pink	Wood	Fair	Wall B, Door 1	> 9.9	POS.
204	Door Jamb	Pink	Wood	Fair	Wall B, Door 1	6.1	POS.
205	Window Sill	Pink	Wood	Poor	Wall C, Window 1	4.7	POS.
206	Wind. Apron	Pink	Wood	Poor	Wall C, Window 1	9.1	POS.
207	Wind. Casing	Pink	Wood	Poor	Wall C, Window 1	6.2	POS.
208	Window Stop	Pink	Wood	Poor	Wall C, Window 1	> 9.9	POS.
209	Window Sash	Pink	Wood	Poor	Wall C, Window 1	4.6	POS.
210	Window Jamb	Pink	Wood	Poor	Wall C, Window 1	1.3	POS.
	All Remaining Window Components				Wall C, Window 1		POS.
211	Vertical Trim	Blue	Wood	Poor	Wall B	> 9.9	POS.
212	Vertical Suprt.	Blue	Wood	Fair	Wall C	> 9.9	POS.



**Clay Point Associates, Inc.**  
 P.O. Box 1254, Williston, VT 05495  
 (802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 10 (Bedroom)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
222	Baseboard	Pink	Wood	Fair	Walls A, B, C & D	> 9.9	POS.
223	Door	Pink	Wood	Poor	Wall C, Door 1	> 9.9	POS.
224	Door Casing	Pink	Wood	Poor	Wall C, Door 1	> 9.9	POS.
225	Door Jamb	Blue	Wood	Poor	Wall C, Door 1	> 9.9	POS.
226	Window Sill	Pink	Wood	Poor	Wall A, Window 1, 2 & Wall B, Window 1	2.1	POS.
227	Wind. Apron	Pink	Wood	Poor	Wall A, Window 1, 2 & Wall B, Window 1	2.2	POS.
228	Wind. Casing	Pink	Wood	Poor	Wall A, Window 1, 2 & Wall B, Window 1	6.4	POS.
229	Window Stop	Pink	Wood	Poor	Wall A, Window 1, 2 & Wall B, Window 1	6.9	POS.
230	Window Sash	Pink	Wood	Poor	Wall A, Window 1, 2 & Wall B, Window 1	6.2	POS.
231	Window Jamb	Pink	Wood	Poor	Wall A, Window 1, 2 & Wall B, Window 1	3.5	POS.
232	Window Well	White	Wood	Poor	Wall A, Window 1, 2 & Wall B, Window 1	7.5	POS.
233	W. Blind Stop	White	Wood	Poor	Wall A, Window 1, 2 & Wall B, Window 1	> 9.9	POS.
234	Storm Sash	White	Wood	Poor	Wall A, Window 1, 2 & Wall B, Window 1	7.1	POS.



**Clay Point Associates, Inc.**  
P.O. Box 1254, Williston, VT 05495  
(802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 11 (Bedroom)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
240	Baseboard	White	Wood	Fair	Walls A, B, C & D	> 9.9	POS.
241	Door	White	Wood	Poor	Wall D, Door 1	6.4	POS.
242	Door Casing	White	Wood	Poor	Wall D, Door 1	> 9.9	POS.
243	Door Jamb	White	Wood	Poor	Wall D, Door 1	> 9.9	POS.
244	Window Sill	White	Wood	Poor	Wall B, Window 1	2.7	POS.
245	Wind. Apron	White	Wood	Fair	Wall B, Window 1	5.3	POS.
246	Wind. Casing	White	Wood	Fair	Wall B, Window 1	4.7	POS.
247	Window Stop	White	Wood	Fair	Wall B, Window 1	5.2	POS.
248	Window Sash	White	Wood	Fair	Wall B, Window 1	9.8	POS.
249	Window Jamb	White	Wood	Fair	Wall B, Window 1	7.2	POS.
	All Remaining Window Components						POS.



**Clay Point Associates, Inc.**  
 P.O. Box 1254, Williston, VT 05495  
 (802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 12 (Bedroom)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
255	Baseboard	Pink	Wood	Fair	Walls A, B, C & D	6.5	POS.
256	Door	Cream	Wood	Poor	Wall D, Door 1	> 9.9	POS.
257	Door Casing	Pink	Wood	Poor	Wall D, Door 1	> 9.9	POS.
258	Door Jamb	Blue	Wood	Poor	Wall D, Door 1	> 9.9	POS.
259	Vertical Suprt.	Pink	Wood	Fair	Wall C/D Corner	5.0	POS.
261	Window Sill	Cream	Wood	Poor	Wall B, Window 1	4.0	POS.
262	Wind. Apron	Cream	Wood	Poor	Wall B, Window 1	> 9.9	POS.
263	Wind. Casing	Cream	Wood	Poor	Wall B, Window 1	4.5	POS.
264	Window Stop	Cream	Wood	Poor	Wall B, Window 1	> 9.9	POS.
265	Window Sash	Cream	Wood	Poor	Wall B, Window 1	4.6	POS.
266	Window Jamb	Cream	Wood	Poor	Wall B, Window 1	6.7	POS.
	All Remaining Window Components						POS.



**Clay Point Associates, Inc.**  
 P.O. Box 1254, Williston, VT 05495  
 (802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 13 (Bedroom)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
270	Baseboard	White	Wood	Poor	Walls A, B, C & D	> 9.9	POS.
271	Door	White	Wood	Poor	Wall B, Door 1	> 9.9	POS.
272	Door Casing	White	Wood	Poor	Wall B, Door 1	> 9.9	POS.
273	Door Jamb	Blue	Wood	Poor	Wall B, Door 1	> 9.9	POS.
274	Window Sill	White	Wood	Poor	Wall C, Window 1 & Wall D, Window 1	1.1	POS.
275	Wind. Apron	White	Wood	Poor	Wall C, Window 1 & Wall D, Window 1	> 9.9	POS.
276	Wind. Casing	White	Wood	Poor	Wall C, Window 1 & Wall D, Window 1	> 9.9	POS.
277	Window Stop	White	Wood	Poor	Wall C, Window 1 & Wall D, Window 1	3.4	POS.
278	Window Sash	White	Wood	Poor	Wall C, Window 1 & Wall D, Window 1	1.5	POS.
279	Window Jamb	White	Wood	Poor	Wall C, Window 1 & Wall D, Window 1	> 9.9	POS.
	All Remaining Window Components				Wall C, Window 1 & Wall D, Window 1		POS.
280	Vertical Suprt.	White	Wood	Good	Wall C/D Corner	> 9.9	POS.



**Clay Point Associates, Inc.**  
P.O. Box 1254, Williston, VT 05495  
(802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 14 (Bedroom)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
289	Door	Cream	Wood	Fair	Wall B, Door 1	8.8	POS.
290	Door Casing	Cream	Wood	Fair	Wall B, Door 1	> 9.9	POS.
291	Door Casing	Blue	Wood	Poor	Wall B, Door 1	> 9.9	POS.
292	Door Jamb	Blue	Wood	Poor	Wall B, Door 1	8.0	POS.
297	Window Sash	White	Wood	Poor	Wall D, Window 1	8.4	POS.
298	Window Jamb	White	Wood	Poor	Wall D, Window 1	5.5	POS.
299	W. Blind Stop	Dk Grn	Wood	Fair	Wall D, Window 1	> 9.9	POS.



**Clay Point Associates, Inc.**  
 P.O. Box 1254, Williston, VT 05495  
 (802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 15 (Bedroom)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
303	Baseboard	White	Wood	Fair	Walls A, B, C & D	> 9.9	POS.
304	Door	White	Wood	Fair	Wall C, Door 1	> 9.9	POS.
305	Door	Red	Wood	Fair	Wall C, Door 1	7.2	POS.
306	Door Casing	White	Wood	Fair	Wall C, Door 1	5.9	POS.
307	Door Jamb	Blue	Wood	Fair	Wall C, Door 1	> 9.9	POS.
308	Window Sill	White	Wood	Fair	Wall A, Windows 1 & 2, Wall D, Window 1	1.8	POS.
309	Wind. Apron	White	Wood	Fair	Wall A, Windows 1 & 2, Wall D, Window 1	7.7	POS.
310	Wind. Casing	White	Wood	Fair	Wall A, Windows 1 & 2, Wall D, Window 1	9.5	POS.
312	Window Sash	White	Wood	Fair	Wall A, Windows 1 & 2, Wall D, Window 1	3.6	POS.
313	Window Jamb	White	Wood	Poor	Wall A, Windows 1 & 2, Wall D, Window 1	> 9.9	POS.
	All Remaining Window Components				Wall A, Windows 1 & 2, Wall D, Window 1		POS.
314	Vertical Suprt.	White	Wood	Good	Wall A/D Corner	6.8	POS.



**Clay Point Associates, Inc.**  
 P.O. Box 1254, Williston, VT 05495  
 (802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 16 (Storage)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
321	Baseboard	White	Wood	Poor	Walls A, B, C & D	> 9.9	POS.
325	Window Sill	White	Wood	Poor	Wall A, Window 1	5.0	POS.
326	Wind. Apron	White	Wood	Poor	Wall A, Window 1	> 9.9	POS.
327	Wind. Casing	White	Wood	Poor	Wall A, Window 1	7.5	POS.
328	Window Stop	White	Wood	Poor	Wall A, Window 1	> 9.9	POS.
329	Window Sash	White	Wood	Poor	Wall A, Window 1	> 9.9	POS.
330	Window Jamb	White	Wood	Poor	Wall A, Window 1	> 9.9	POS.
	All Remaining Window Components						POS.
331	Vertical Suprt.	White	Wood	Poor	Wall A/B Corner	> 9.9	POS.
334	Hanger Rod	White	Metal	Poor	Wall B	1.1	POS.
339	Floor	Grey	Wood	Poor		1.3	POS.



**Clay Point Associates, Inc.**  
P.O. Box 1254, Williston, VT 05495  
(802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 17 (Hall)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
340	Baseboard	Blue	Wood	Poor	Walls A, B, C & D	6.9	POS.
341	Door	Green	Wood	Poor	All Doors	4.1	POS.
342	Door Casing	Green	Wood	Poor	All Doors	> 9.9	POS.
343	Door Jamb	Green	Wood	Poor	All Doors	> 9.9	POS.
344	Wind. Casing	Green	Wood	Poor	Wall D, Window 1 & 2	> 9.9	POS.
345	Window Sash	Green	Wood	Poor	Wall D, Window 1 & 2	1.9	POS.
346	Vertical Trim	Grey	Wood	Poor	Wall B	9.5	POS.
347	Vertical Suprt.	Green	Wood	Poor	Wall D	> 9.9	POS.
348	Floor	Grey	Wood	Poor		7.3	POS.



**Clay Point Associates, Inc.**  
P.O. Box 1254, Williston, VT 05495  
(802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 18 (Bedroom)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
353	Window Sash	White	Wood	Poor	Wall B, Window 1	9.2	POS.



**Clay Point Associates, Inc.**  
P.O. Box 1254, Williston, VT 05495  
(802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 19 (Storage/Bathroom)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
359	Beam	Grey	Wood	Poor	Wall C	8.0	POS.
360	Baseboard	Grey	Wood	Poor	Walls A, B, C & D	7.4	POS.
364	Door	Grey	Wood	Poor	Wall C, Door 1	> 9.9	POS.
366	Door Jamb	Blue	Wood	Poor	Wall C, Door 1	7.4	POS.
367	Wind. Casing	Grey	Wood	Poor	Wall B, Window 1	> 9.9	POS.
369	Vertical Suprt.	Grey	Wood	Poor	Wall C/B Corner	9.1	POS.
370	Horiz. Board	Blue	Wood	Poor	Wall A	7.1	POS.
371	Floor	Grey	Wood	Poor		1.1	POS.



**Clay Point Associates, Inc.**  
P.O. Box 1254, Williston, VT 05495  
(802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 20 (Bedroom)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
372	Beam	Green	Wood	Fair	Wall B	7.5	POS.
373	Baseboard	Green	Wood	Poor	Walls A, B, C & D	> 9.9	POS.
377	Door	Blue	Wood	Poor	Wall D, Door 1	7.0	POS.
378	Door Casing	Blue	Wood	Poor	Wall D, Door 1	6.6	POS.
382	Threshold	Green	Wood	Poor	Wall D, Door 2	4.4	POS.
383	Wind. Casing	Green	Wood	Fair	Wall B, Window 1	9.6	POS.
384	Window Sash	Green	Wood	Fair	Wall B, Window 1	5.0	POS.
385	Vertical Suprt.	Green	Wood	Fair	Wall C/B Corner	> 9.9	POS.



**Clay Point Associates, Inc.**  
P.O. Box 1254, Williston, VT 05495  
(802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 21 (Storage)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
387	Door	Green	Wood	Poor	Loose at A-side	8.1	POS.
388	Door	Grey	Wood	Poor	Wall A, Door 1 (bottom of Stairs)	> 9.9	POS.
389	Door Jamb	Grey	Wood	Poor	Wall A, Door 1 (bottom of Stairs)	8.5	POS.
391	Stair Riser	Brown	Wood	Poor	1 <sup>st</sup> riser below 2 <sup>nd</sup> Floor	1.0	POS.
392	Railing	Stained	Wood	Poor	B-side of Stair Opening	> 9.9	POS.
393	Baluster	Stained	Wood	Poor	B-side of Stair Opening	> 9.9	POS.



**Clay Point Associates, Inc.**  
P.O. Box 1254, Williston, VT 05495  
(802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 22 (Storage)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
398	Window Stop	Brown	Wood	Poor	Wall B, Window 1	1.0	POS.
399	Window Sash	Grey	Wood	Poor	Wall B, Window 1	3.2	POS.



**Clay Point Associates, Inc.**  
P.O. Box 1254, Williston, VT 05495  
(802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 23 (Vestibule)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
411	Door Jamb	White	Wood	Poor	Wall D, Door 1	1.0	POS.
412	Door	White	Wood	Poor	Wall A, Door 1	> 9.9	POS.
413	Door Jamb	White	Wood	Poor	Wall A, Door 1 (behind newer jamb)	2.6	POS.



**Clay Point Associates, Inc.**  
P.O. Box 1254, Williston, VT 05495  
(802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 24 (Hall)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
419	Door	White	Wood	Poor	Loose at Wall D	> 9.9	POS.



**Clay Point Associates, Inc.**  
P.O. Box 1254, Williston, VT 05495  
(802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 25 (Storage)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
423	Window Sash	Cream	Wood	Poor	Wall B, Window 1	1.4	POS.



**Clay Point Associates, Inc.**  
P.O. Box 1254, Williston, VT 05495  
(802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 26 (Living Room)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
427	Window Sash	White	Wood	Poor	Wall D, Window 1 & 2	6.0	POS.
428	Window Jamb	White	Wood	Poor	Wall D, Window 1 & 2	> 9.9	POS.



**Clay Point Associates, Inc.**  
P.O. Box 1254, Williston, VT 05495  
(802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 27 (Storage)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
433	Door Jamb	White	Wood	Poor	Wall D, Door 1	> 9.9	POS.
434	Window Sash	White	Wood	Poor	Wall B, Window 1	> 9.9	POS.
435	Window Jamb	White	Wood	Poor	Wall B, Window 1	> 9.9	POS.



**Clay Point Associates, Inc.**  
P.O. Box 1254, Williston, VT 05495  
(802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 28 (Storage)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
441	Window Sash	White	Wood	Poor	Wall B, Window 1	> 9.9	POS.
442	Window Jamb	White	Wood	Poor	Wall B, Window 1	6.7	POS.



**Clay Point Associates, Inc.**  
P.O. Box 1254, Williston, VT 05495  
(802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 29 (Office)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
452	Window Sash	White	Wood	Poor	Wall B, Window 1	5.1	POS.
453	Window Jamb	White	Wood	Poor	Wall B, Window 1	4.5	POS.



**Clay Point Associates, Inc.**  
P.O. Box 1254, Williston, VT 05495  
(802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: 30 (Unfinished Barn/Storage)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
456	Door Jamb	Cream	Wood	Poor	Wall A, Door 1	1.1	POS.
457	Door	Grey	Wood	Poor	Wall B, Door 1	2.8	POS.
458	Door Casing	Grey	Wood	Poor	Wall B, Door 1	> 9.9	POS.
459	Door	Grey	Wood	Poor	Wall C, Door 1	1.0	POS.
460	Door	Grey	Wood	Poor	Wall C, Door 2	> 9.9	POS.
461	Door	Cream	Wood	Poor	Wall D, Door 1	2.4	POS.



**Clay Point Associates, Inc.**  
 P.O. Box 1254, Williston, VT 05495  
 (802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: House Exterior

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
	Soffit	--	--	--	Walls A, B, C & D		POS.
	Fascia	--	--	--	Walls A, B, C & D		POS.
476	Soffit	White	Wood	Poor	Wall A/D Porch	6.6	POS.
477	Fascia	Green	Wood	Poor	Wall A/D Porch	3.0	POS.
478	Ceiling	White	Wood	Poor	Wall A/D Porch	2.6	POS.
479	Header	White	Wood	Poor	Wall A/D Porch	> 9.9	POS.
480	Column	White	Wood	Poor	Wall A/D Porch	> 9.9	POS.
481	Decor. Suprt.	Green	Wood	Poor	Wall A/D Porch	> 9.9	POS.
483	Wall	Green	Wood	Fair	Wall A/D Porch	2.5	POS.
484	Floor	Grey	Wood	Fair	Wall A/D Porch	3.2	POS.
485	Wall	White	Wood	Poor	Wall A/D Porch (shingle siding)	2.8	POS.
487	Wall	White	Wood	Fair	Wall A	> 9.9	POS.
488	Door	Stained	Wood	Poor	Wall A, Door 1	9.2	POS.
489	Door Casing	Green	Wood	Poor	Wall A, Door 1	1.9	POS.
490	Door Casing	White	Wood	Poor	Wall A, Door 1	9.0	POS.
491	Door Jamb	Green	Wood	Poor	Wall A, Door 1	> 9.9	POS.
492	Sidelight	White	Wood	Poor	Wall A, Door 1	1.1	POS.
493	Sidelight	White	Wood	Poor	Wall A, Door 1	1.2	POS.
494	Sidelight Sash	Green	Wood	Poor	Wall A, Door 1	6.0	POS.



**Clay Point Associates, Inc.**  
 P.O. Box 1254, Williston, VT 05495  
 (802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: House Exterior (continued)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
495	Threshold	Green	Wood	Poor	Wall A, Door 1	9.5	POS.
496	Window Sill	Green	Wood	Poor	All Wall A Windows	> 9.9	POS.
497	Wind. Casing	Green	Wood	Fair	All Wall A Windows	> 9.9	POS.
498	Storm Sash	Green	Wood	Fair	All Wall A Windows	6.7	POS.
	All Remaining Window Components				All Wall A Windows		POS.
499	Wall	White	Wood	Fair	Wall B (Main House)	> 9.9	POS.
500	Wall	White	Wood	Poor	Wall B (Rear Wing)	9.2	POS.
502	Skirt Board	White	Wood	Poor	Wall B	7.2	POS.
503	Corner Board	Green	Wood	Poor	Wall A/B Corner	5.1	POS.
504	Door	White	Wood	Poor	Wall B, Door 1	> 9.9	POS.
505	Door Casing	White	Wood	Poor	Wall B, Door 1	3.6	POS.
506	Door Jamb	White	Wood	Poor	Wall B, Door 1	3.9	POS.
507	Door	White	Wood	Poor	Wall B, Door 2	1.1	POS.
508	Door Casing	White	Wood	Poor	Wall B, Door 2	2.9	POS.
509	Door Jamb	White	Wood	Poor	Wall B, Door 2	2.7	POS.
510	Window Sill	White	Wood	Poor	Wall B, Window 1, 2, 3 & 4 (1 <sup>st</sup> Floor)	2.9	POS.
511	Wind. Casing	White	Wood	Poor	Wall B, Window 1, 2, 3 & 4 (1 <sup>st</sup> Floor)	1.0	POS.
512	Window Sash	White	Wood	Poor	Wall B, Window 1 (1 <sup>st</sup> Floor)	2.9	POS.



**Clay Point Associates, Inc.**  
 P.O. Box 1254, Williston, VT 05495  
 (802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: House Exterior (continued)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
513	Window Sash	White	Wood	Poor	Wall B, Window 1, 2, 3 & 4 (1 <sup>st</sup> Floor)	4.3	POS.
514	Window Sill	Green	Wood	Poor	– Wall B, Windows 5, 6 & 7 (1 <sup>st</sup> Floor) – Wall B, Windows 5, 6 & 7 (2 <sup>nd</sup> Floor) – Wall B, Window B-1 (3 <sup>rd</sup> Floor)	1.7	POS.
515	Wind. Casing	Green	Wood	Poor	– Wall B, Windows 5, 6 & 7 (1 <sup>st</sup> Floor) – Wall B, Windows 5, 6 & 7 (2 <sup>nd</sup> Floor) – Wall B, Window B-1 (3 <sup>rd</sup> Floor)	6.7	POS.
516	Storm Sash	Green	Wood	Poor	– Wall B, Windows 5, 6 & 7 (1 <sup>st</sup> Floor) – Wall B, Windows 5, 6 & 7 (2 <sup>nd</sup> Floor) – Wall B, Window B-1 (3 <sup>rd</sup> Floor)	1.0	POS.
	All Window Components				– Wall B, Windows 1, 2 & 3 (2 <sup>nd</sup> Floor)		POS.
518	Bulkhead	White	Wood	Poor	Wall B (trim board)	1.1	POS.
519	Wall	White	Wood	Poor	Wall C (Rear Wing)	8.6	POS.
520	Wall	White	Wood	Poor	Wall C (Main House)	> 9.9	POS.
521	Corner Board	Green	Wood	Poor	Wall C/B Corner (Rear Wing)	1.5	POS.
522	Corner Board	Green	Wood	Poor	Wall C/D Corner (Rear Wing)	2.3	POS.
523	Corner Board	Green	Wood	Poor	Wall C/D Corner (Main House)	9.2	POS.
525	Door	White	Wood	Poor	Wall C, Door 1	1.1	POS.



**Clay Point Associates, Inc.**  
 P.O. Box 1254, Williston, VT 05495  
 (802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: House Exterior (continued)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
528	Window Sill	Green	Wood	Poor	– Wall C, Windows 1, 2, 3, 4 & 5 (1 <sup>st</sup> Floor) – Wall C, Windows 1 & 2 (2 <sup>nd</sup> Floor)	> 9.9	POS.
529	Wind. Casing	Green	Wood	Poor	– Wall C, Windows 1, 2, 3, 4 & 5 (1 <sup>st</sup> Floor) – Wall C, Windows 1 & 2 (2 <sup>nd</sup> Floor)	5.1	POS.
530	Storm Sash	Green	Wood	Poor	– Wall C, Windows 1, 2, 3, 4 & 5 (1 <sup>st</sup> Floor) – Wall C, Windows 1 & 2 (2 <sup>nd</sup> Floor)	1.1	POS.
	Window Sash	--	--	--	– Wall C, Windows 1, 2, 3, 4 & 5 (1 <sup>st</sup> Floor) – Wall C, Windows 1 & 2 (2 <sup>nd</sup> Floor)		POS.
531	Wall	White	Wood	Poor	Wall D (Rear Wing)	3.0	POS.
532	Wall	White	Wood	Fair	Wall D (Main House)	> 9.9	POS.
533	Skirt Board	White	Wood	Poor	Wall D (Rear Wing)	1.1	POS.
534	Door	Stained	Wood	Poor	Wall D, Door 1	> 9.9	POS.
535	Door Casing	Green	Wood	Poor	Wall D, Door 1	> 9.9	POS.
536	Door Jamb	Green	Wood	Poor	Wall D, Door 1	> 9.9	POS.
537	Threshold	Green	Wood	Poor	Wall D, Door 1	2.0	POS.
538	Soffit	White	Wood	Poor	Overhang above Wall D, Door 2	5.2	POS.



**Clay Point Associates, Inc.**  
 P.O. Box 1254, Williston, VT 05495  
 (802) 879-2600

## LBP/Building Components to be Removed

ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: House Exterior (continued)

READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
539	Ceiling	White	Wood	Poor	Overhang above Wall D, Door 2	2.2	POS.
540	Header	White	Wood	Poor	Overhang above Wall D, Door 2	5.3	POS.
541	Column	White	Wood	Poor	Overhang above Wall D, Door 2	9.6	POS.
542	Door	White	Wood	Poor	Wall D, Door 2	1.0	POS.
544	Door Casing	Green	Wood	Poor	Wall D, Door 2	3.2	POS.
545	Door Jamb	Green	Wood	Poor	Wall D, Door 2	2.6	POS.
548	Door Casing	Green	Wood	Poor	Wall D, Door 3	1.7	POS.
551	Window Sill	Green	Wood	Poor	– Wall D, Windows 1, 2, 3, 4, 5, 6 & 7 (1st Floor) – Wall D, Windows 1, 2 & 3 (2 <sup>nd</sup> Floor)	7.8	POS.
552	Wind. Casing	Green	Wood	Poor	– Wall D, Windows 1, 2, 3, 4, 5, 6 & 7 (1st Floor) – Wall D, Windows 1, 2 & 3 (2 <sup>nd</sup> Floor)	1.2	POS.
553	Storm Sash	Green	Wood	Poor	– Wall D, Windows 1, 2, 3, 4, 5, 6 & 7 (1st Floor) – Wall D, Windows 1, 2 & 3 (2 <sup>nd</sup> Floor)	1.1	POS.
	Window Sash	--	--	--	– Wall D, Windows 1, 2, 3, 4, 5, 6 & 7 (1st Floor) – Wall D, Windows 1, 2 & 3 (2 <sup>nd</sup> Floor)		POS.



**Clay Point Associates, Inc.**  
P.O. Box 1254, Williston, VT 05495  
(802) 879-2600

## LBP/Building Components to be Removed

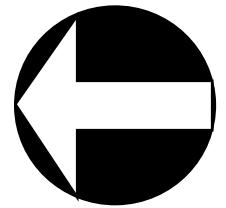
ADDRESS: Lot #1, Residential Structure, 14 St. Armand Road, Highgate, Vermont

DATE: December 18, 2025

ROOM EQUIVALENT: House Exterior (continued)

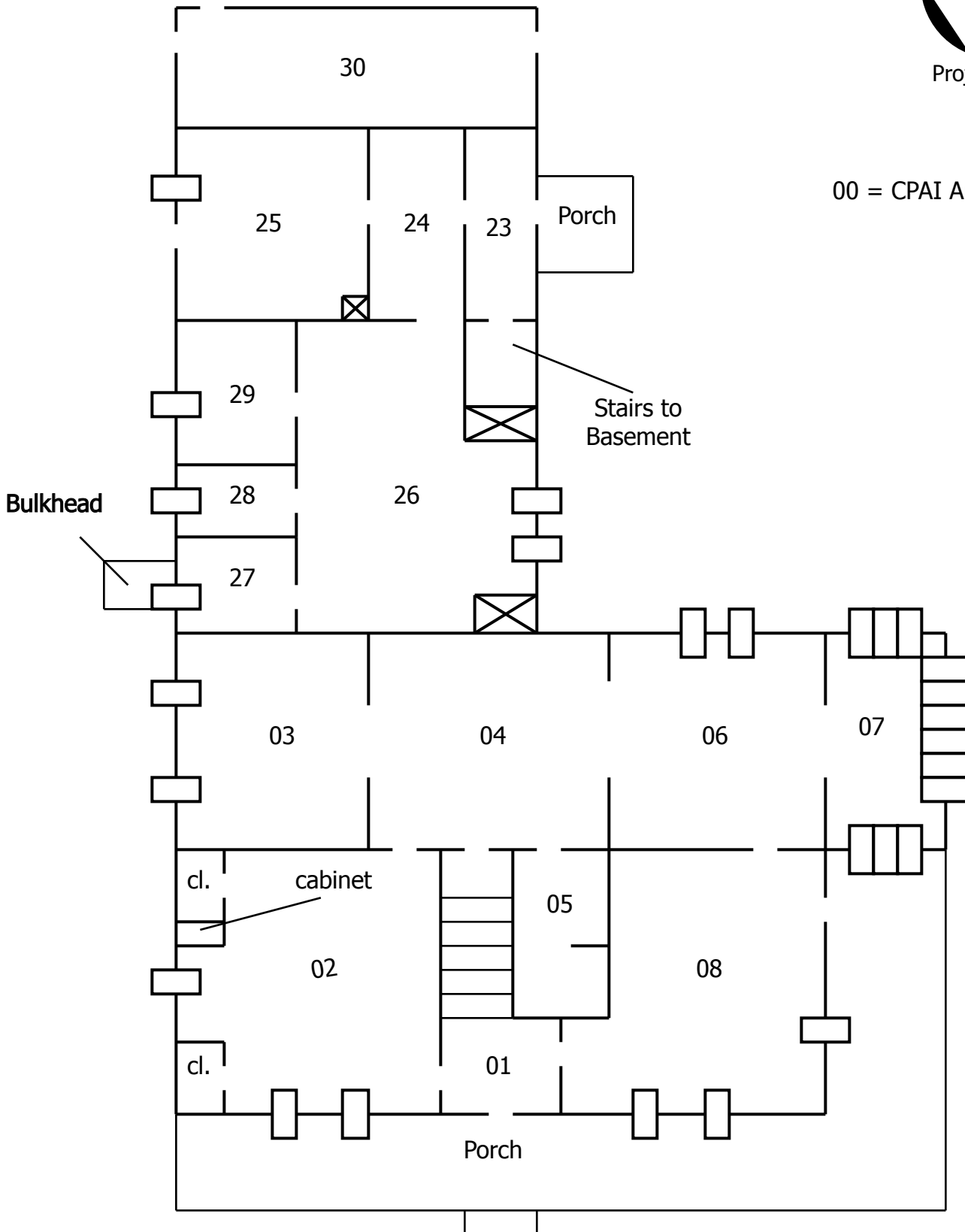
READING	COMPONENT	COLOR	SUBSTRATE	COND.	TEST LOCATION	XRF READING (mg/sq. cm)	CLASS
554	Window Sill	Green	Wood	Poor	Wall D, Windows 8 & 9	> 9.9	POS.
555	Wind. Casing	Green	Wood	Poor	Wall D, Windows 8 & 9	1.5	POS.
556	Window Sash	White	Wood	Poor	Wall D, Windows 8 & 9	5.1	POS.
557	Storm Sash	Green	Wood	Poor	Wall D, Windows 8 & 9	6.7	POS.

# First Floor

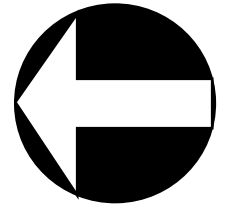


Project North

00 = CPAI Area Number

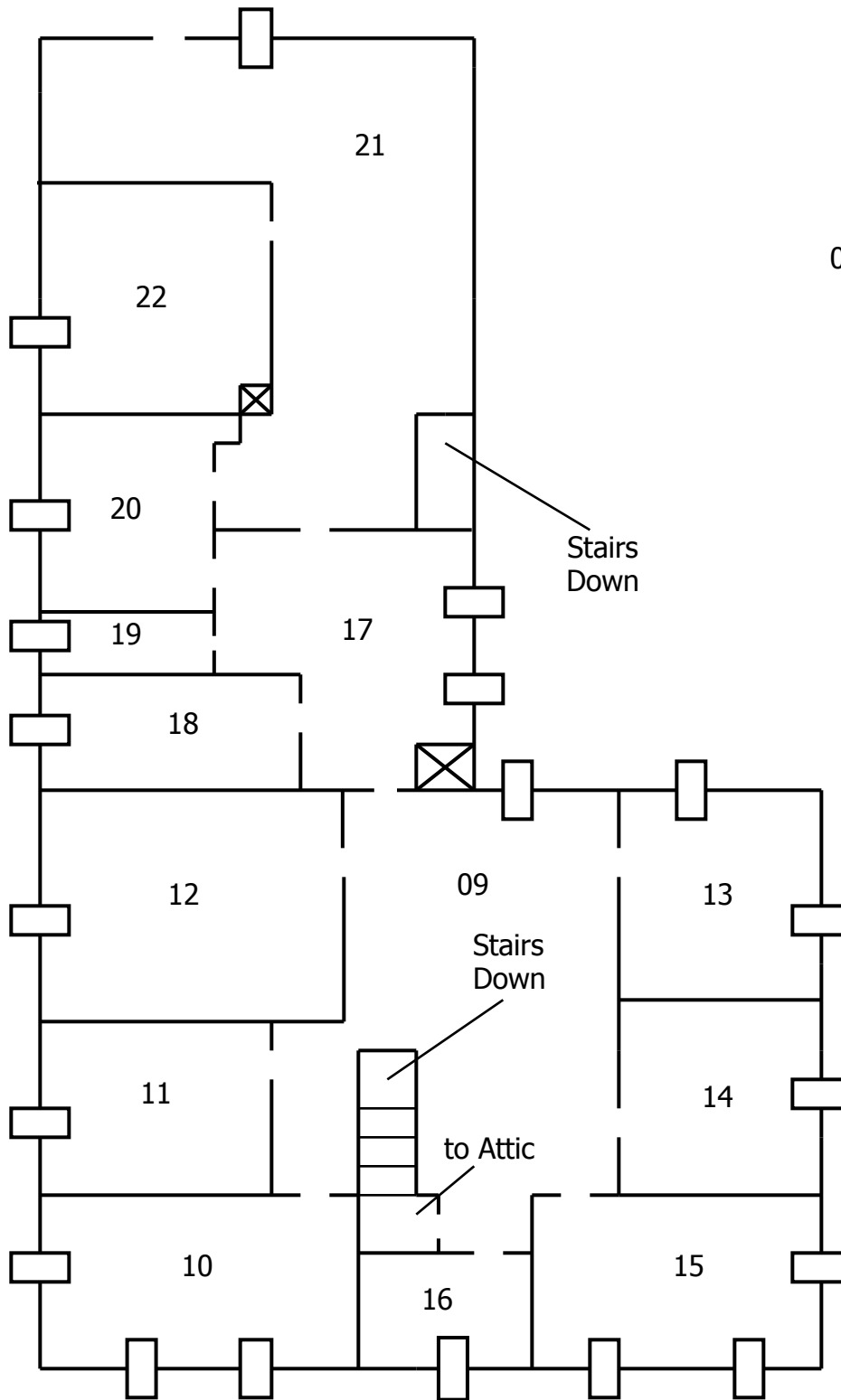


# Second Floor



Project North

00 = CPAI Area Number



**TOWN OF HIGHGATE**

Lead-Based Paint – Components to be Removed  
Lot #1 – Residential Structure, 14 St. Armand Road  
Highgate, Vermont  
Bid Form  
(1 of 3)

To:

Ms. Fredi Hayes  
Town of Highgate  
P.O. Box 189/2996 VT Route 78  
Highgate Center, Vermont 05459

Proposal of:

---

Organized and Existing under  
the laws of the State of:

---

Doing Business as a:

---

(corporation, partnership, sole proprietorship, etc.)

VT Business Account #  
and Date of Registration  
w/VT Secretary of State

---

Having carefully examined Appendix 6 related to removal of designated building materials/ architectural components with lead-based paint, and related attachments, as well as the premises and conditions affecting the Project, we the undersigned propose to furnish all necessary labor, equipment, and materials for construction and completion of the Project.

By submission of this Bid Form, we certify that the Bid Prices have been arrived at independently, without consultation, communication, or agreement as to any matter relating to the Project, with any other Bidder, or with any other competitor.

We propose to perform the Project in strict accordance with the Design Document for Removal of Asbestos Containing Materials (specifically Appendix 6), related attachments, and all applicable Federal, State, and Local Regulations at the price stated below.

**TOWN OF HIGHGATE**

Lead-Based Paint – Components to be Removed  
Lot #1 – Residential Structure, 14 St. Armand Road  
Highgate, Vermont  
Bid Form  
(2 of 3)

Base Bid

Owner requests a lump sum bid price for performance of the Project. The following briefly describes the bid price requested:

**LOT #1 – RESIDENTIAL STRUCTURE**

The Project shall be removal and proper disposal of all designated building materials/ architectural components as described in Appendix 6 on/within the residential structure located at 14 St. Armand Road, Highgate, Vermont. All work shall be performed in accordance with the Design Document for Removal of Asbestos Containing Materials (Appendix 6), and all applicable Federal, State, and Town of Highgate, Vermont regulations. Appendix 6 approximately describes all building materials/architectural components to be removed (Table 1) as well as certain technical requirements. Relevant site conditions were described and shown during the pre-bid conference. The specific boundaries of the abatement work areas were described and shown during the site inspection and are indicated on the Drawings. The Project shall be performed in accordance with Owner's specified Timeframe as detailed in the Design Document. All professional activities related to the Project shall be performed by Owner's Representative.

Total of Base Bid:

\_\_\_\_\_ (written)

\$ \_\_\_\_\_ (figures)

Name of Bidder: \_\_\_\_\_

**TOWN OF HIGHGATE**

Lead-Based Paint – Components to be Removed  
Lot #1 – Residential Structure, 14 St. Armand Road  
Highgate, Vermont  
Bid Form  
(3 of 3)

We acknowledge receipt of the following addenda:

---

---

The prices stated above shall be valid for \_\_\_\_\_ days after the date below (minimum, one hundred and eighty (180) days).

Respectfully Submitted:

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Name of Officer

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Entity

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, and Zip Code

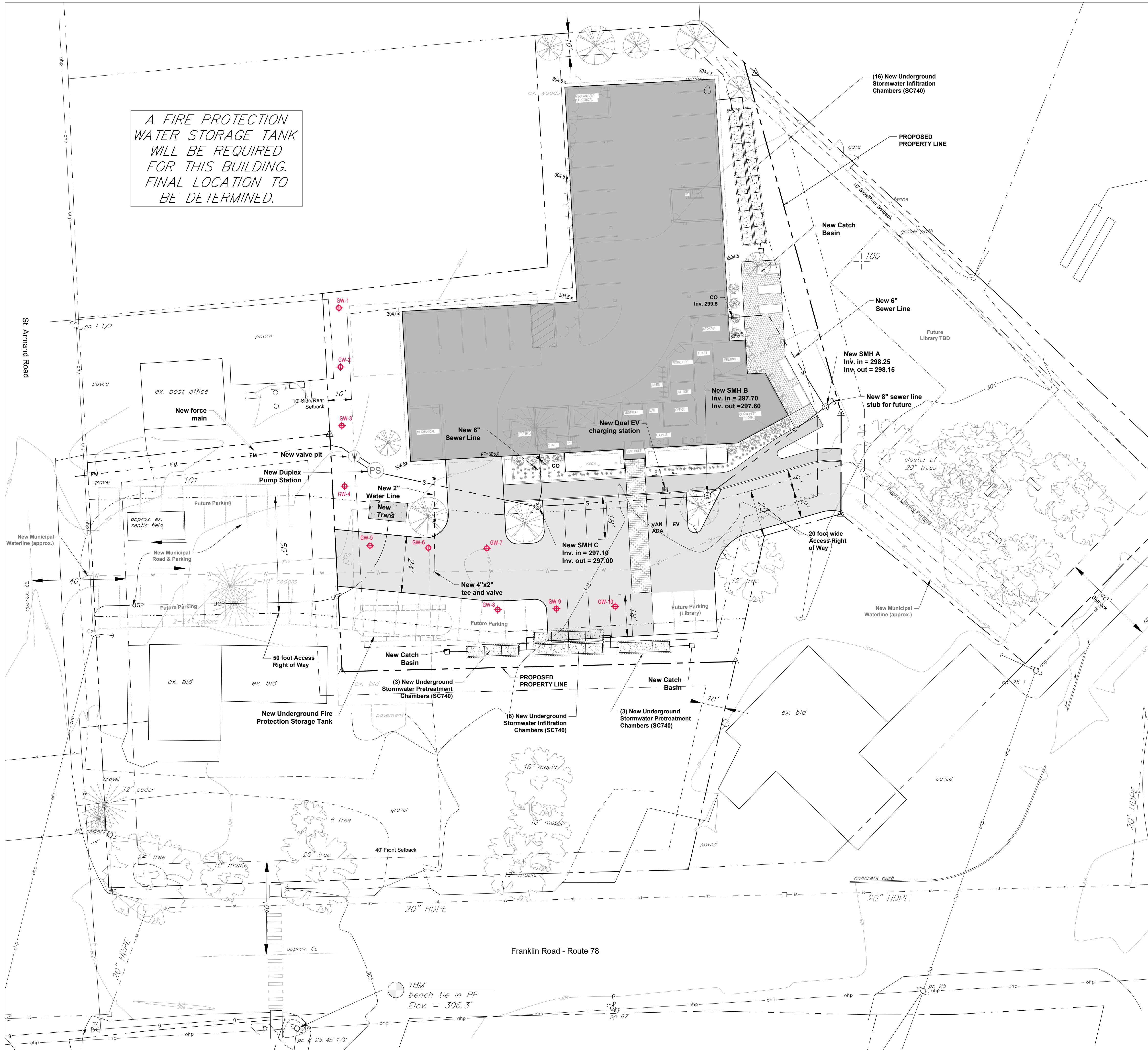
\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Date

Affix Seal if Bid is by a Corporation

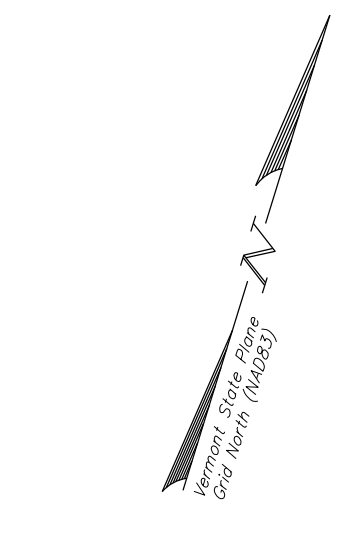
# Appendix F - Proposed Redevelopment Plans



A FIRE PROTECTION WATER STORAGE TANK WILL BE REQUIRED FOR THIS BUILDING. FINAL LOCATION TO BE DETERMINED.

**LEGEND**

- Survey Control Point
- Existing Sign
- Existing Light Pole
- Existing Deciduous Tree
- Existing Evergreen Tree
- Existing Spot Grade Elevation
- Finish Grade Spot Elevation
- Geothermal Well
- Existing Contour
- Existing Storm Line/Manhole/Basin
- Existing Overhead Electric Line/Power Pole
- Existing Tree Line
- Existing Chain Link Fence
- Approximate Project Property Line
- Approximate Property Line
- Existing Setback
- New Right of Way
- Finish Grade Major Contour
- Finish Grade Minor Contour
- New Sewer Line/Manhole
- New Storm Line/Manhole/Basin
- New Water Line/Hydrant/Valve/Shutoff
- New Underground Power
- New Building
- New Asphalt & Subbase
- New Concrete Walk
- New Concrete Pavers
- New Stormwater Chambers
- New Plantings



**gbArchitecture**

85 Granite Shed Lane  
Montpelier VT 05602  
802-229-1664

www.gbArchitecture.com

**KREBS & LANSING**  
CONSULTING ENGINEERS

164 Main Street, Suite 201 P. (802) 878-0375  
Colchester, Vermont 05446 www.krebsandlansing.com

**HIGHGATE VILLAGE HOUSING**

Highgate, Vermont

Revisions:  
#

Project Number: 23330

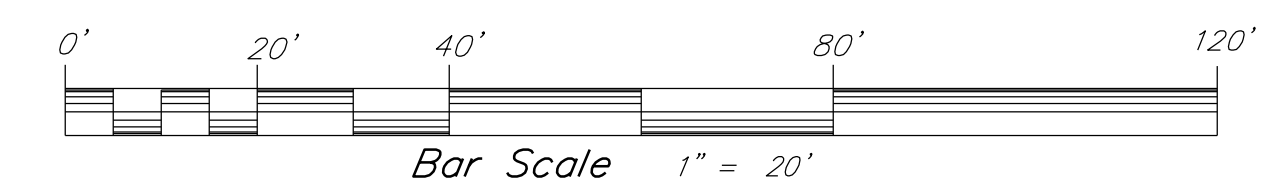
Phase: Schematic

Scale: 1" = 20'

Date: 10/31/2024

**SITE PLAN**

**C101**



# Appendix G – Management of Non-Hazardous Contaminated Soil Request Form

State of Vermont  
Department of Environmental Conservation  
Waste Management & Prevention Division  
1 National Life Drive – Davis 1  
Montpelier, VT 05620-3704  
(802) 828-1138

MANAGEMENT OF NON-HAZARDOUS CONTAMINATED SOIL  
REQUEST FORM  
July 2021

This form is to be used to assist in the compliance with the Investigation and Remediation of Contaminated Properties Rule (IRule) §35-803. This form takes the place of the ANR Off-site Soil Treatment Form and is to be used for the movement, stockpiling, treatment, or disposal of non-hazardous contaminated soils, both on-site and off-site. This form should be included with Soil Management Plans and Corrective Action Plans, as applicable. DEC Site Manager approval must be received, as signified by signature in Section 4, prior to the initiation of soil management work.

**Section 1. General Information**

Soil Source Site Name: \_\_\_\_\_

Address: \_\_\_\_\_

Facility ID#: \_\_\_\_\_ and/or Spill #: \_\_\_\_\_ and/or SMS Site #: \_\_\_\_\_

Will soils be temporarily stockpiled on-site or off-site for more than 90 days or between December 1<sup>st</sup> and April 1<sup>st</sup>?  
\_\_ Yes \_\_ No if Yes, date range: \_\_\_\_\_ to \_\_\_\_\_.

Disposal Facility: \_\_\_\_\_

Quantity of Soils: \_\_\_\_\_ cubic yards

Soil Contaminants: \_\_\_\_\_

**Check proposed soil management scenario below:**

- Soil will be live loaded and transported to disposal facility. **If yes, skip to Section 4.**
- Soil to be temporarily stored on/off site, then transported to disposal facility. **If yes, complete entire form.**
- Soil is Staying On-Site for Treatment. **If yes, complete entire form.**
- Soil is Destined for Off-Site Stockpile, Management and Treatment. **If yes, complete entire form.**

**Section 2. Soil Stockpile Siting Criteria Checklist**

- There are no potable drinking water supplies within 300-foot radius of the Soil Stockpile. This limit may need to be extended if water supplies are shown to be hydraulically down gradient.
- Soil Stockpile is not within zone one or two of a groundwater source protection area.
- \*There are no sensitive environments within 100 feet of the treatment location including, but not limited to:
  - Waterways (e.g., stream, river, lake, pond, wetland or floodplain zone);
  - State or Federally listed threatened or endangered species or habitat;
  - Class I or II groundwater zone;
  - Residence; or
  - Property boundary



- Public access to the soil is prohibited through posting no trespassing or other means approved by Secretary.
- If the owner of the soil stockpiling parcel is different from the soil generator, written approval from the landowner that also grants access to the Secretary, has been obtained before stockpiling begins.
- \*\*The municipality in which the soils will be stockpiled or treated has been notified in writing of the soil stockpiling or treatment location. If applicable, local permits should be obtained. **Municipal approval documents (letter, permit, etc.) attached.**
- ANR Atlas generated Map including the latitude and longitude of the location in decimal degrees where the soil will be stockpiled. Minimum acceptable accuracy is plus-or-minus 15 feet. **Map attached.**

\*If setback criteria from sensitive receptors cannot be achieved, please provide written explanation.

\*\*This is a requirement for off-site stockpiling of soils only.

---

### **Section 3. Ownership Information**

#### **Location of Soil Stockpile**

#### **Generator/Owner of Soil/Responsible Party**

Street Address	_____	Street Address	_____
	_____		_____
Company Name	_____	Company Name	_____
Landowner Name	_____	Owner Name	_____
Landowner Phone #	_____	Owner Phone #	_____
Landowner email	_____	Owner email	_____

---

### **Section 4. Signature Section**

#### **Responsible Party:**

**As the party responsible for compliance with the Investigation and Remediation of Contaminated Properties Rule and applicable statutes, I hereby certify that the representations made on this form are to the best of my knowledge true and correct.**

\_\_\_\_\_  
Name of Owner/Operator Representative (printed) Company Title

\_\_\_\_\_  
Signature Date



**Landowner:**

As landowner of the soil treatment stockpile location, I hereby give approval to the soil generator to stockpile the soil volume cited above at the above referenced location. In addition, I hereby grant property access to DEC investigators for the purpose of inspecting the Soil Stockpile at any reasonable time.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DEC Site Manager Approval:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of DEC Site Manager

\_\_\_\_\_  
Date of Approval



"General Decision Number: VT20260005 01/02/2026

Superseded General Decision Number: VT20250005

State: Vermont

Construction Type: Residential

County: Franklin County in Vermont.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Modification Number 0 Publication Date 01/02/2026

SUVT1990-006 03/29/1990

	Rates	Fringes
Asbestos worker/insulator.....	\$ 7.25	
Carpenter.....	\$ 7.25	
Cement mason.....	\$ 7.50	
Electrician.....	\$ 7.25	
Laborers:		
_Aspalt raker.....	\$ 7.25	
_General.....	\$ 7.25	
Painter.....	\$ 7.25	
Plumber.....	\$ 7.25	
Power equipment operators:		
_Backhoe.....	\$ 7.25	
_Bulldozer.....	\$ 7.25	
_Crane.....	\$ 7.25	
_Forklift.....	\$ 7.25	
_Paver.....	\$ 7.25	
_Roller.....	\$ 7.25	
Roofer.....	\$ 7.25	
Sheet metal worker.....	\$ 7.25	
Truck driver.....	\$ 7.25	

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

-----

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

## Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

## Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

## State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

## -----

### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification

and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

=====

END OF GENERAL DECISION

..

**Attachment 2:**  
**Epa Brownfield Cleanup RLF**  
**Mandatory Contract Terms**  
**For Project Contractor(S)**

**EXHIBIT 3**  
**MANDATORY CONTRACT TERMS**  
**FOR PROJECT CONTRACTOR(S)**

The following provisions are mandatory contract terms for the contract between the Borrower and the Contractor retained to complete the Project. These provisions shall be incorporated into the Contract between the Borrower and the Contractor and made a part thereof. If the Borrower and/or Contractor fail to fully comply with any of these mandatory terms and conditions, the Lender shall deny reimbursement for all or any portion of the Loan.

1. Written Contract. The Contract between the Borrower and Contractor shall be in writing and construed under the laws of the State of Vermont.
2. Specifications. The Work Plan that has been approved by the Lender shall be incorporated into the contract between the Borrower and Contractor, and made a part thereof. The Contractor shall provide all the supplies, materials and equipment, and perform all the labor, services and supervision necessary and proper to undertake and complete the Project and to accomplish any and all work incidental thereto.
3. Amendments/Modifications. No amendments, modifications, or alterations of the Work Plan may be made without written approval of the Lender.
4. Lender Project Manager or EPA Project Manager. The Contractor shall fully cooperate with the Lender's Project Manager and/or EPA's Project Manager, including but not limited to granting access to said Manager(s) to inspect and monitor the work. The Contractor shall provide the Manager(s) access for review and photocopying (at no expense) any and all records and documents, including but not limited to books, records, and purchase orders, upon request.
5. Third-Party Environmental Project Officer. The Contractor shall fully cooperate with the Lender's Third-Party Environmental Project Officer, including but not limited to granting access to said Officer to inspect and monitor the work. The Contractor shall provide the Officer access for review and photocopying (at no expense) any and all records and documents, including but not limited to books, records, and purchase orders, upon request. The Borrower and Contractor acknowledge and agree, however, that the Officer is not authorized to individually supervise the work, and cannot amend this Contract or the Work Plan incorporated hereby. The Officer is not authorized to act as an official Lender inspector. Inspection by the Officer shall only confirm that the Contractor is in compliance with the terms and conditions of its contract with the Borrower.
6. Compliance with Laws. The Borrower and Contractor shall comply fully with any and all applicable federal, state, and local laws, ordinances, regulations, and requirements including but not limited to any and all license and permit requirements of the Lender and the State of Vermont. Without limiting the generality of the foregoing, the Borrower and Contractor shall comply fully with any and all requirements regarding hazardous materials,

including but not limited to lead based paint and asbestos. The Borrower and Contractor expressly acknowledge and are bound by any and all requirements of the U.S. Environmental Protection Agency (EPA) and the Lender applicable to the Lender's Brownfields Cleanup Revolving Loan Fund (BCRLF) Program. Specifically enumerated requirements set forth below are solely for the convenience of the Borrower and Contractor and shall not limit the scope of this mandatory provision.

If any provision or clause in the Contract between the Borrower and the Contractor fails to conform to applicable federal, state and local laws, ordinances, and regulations including but not limited to the requirements of EPA and the Lender as they are applicable to the BCRLF Program, then such provision or clause shall be void and the law, ordinance, or regulation operative shall be inserted in lieu thereof.

7. State and Federal Prevailing Wages. Whenever applicable and as required by law, the Contractor shall pay either state or federal prevailing wage, whichever is greater. Without limiting the generality of the foregoing, all Projects in which the cost is \$2,000 or more are subject to the state or federal prevailing wage rates, Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by U.S. Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"), whichever is higher. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the U.S. Secretary of Labor or as required by the State of Vermont, whichever is higher. In addition, contractors shall be required to pay wages not less than once a week. The Lender shall place a copy of the current prevailing wage determination issued by the U.S. Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination and shall further post such similar determination from the State of Vermont. The Lender shall report all suspected or reported violations to EPA. The Contractor shall comply with the Vermont and Federal requirements for wage rates and the reporting of payment of wages for work performed with Federally-assisted funds as stipulated in the Davis-Bacon Act (40 U.S.C. §§ 276a And 276a-7), The Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), The Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for Federally-assisted construction sub-agreements. Contractors shall maintain documentation in a form satisfactory to the Lender, showing that prevailing wages have been paid.

8. Build America, Buy America Act. The Grantee shall comply with the Buy America sourcing requirements set forth in the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL), Public Law 117-58, Sections 70911–70917, and all applicable implementing guidance issued by the U.S. Environmental Protection Agency (EPA). The Grantee acknowledges that these requirements generally mandate that all iron, steel, manufactured products, and construction materials used in projects funded under this Sub-Grant be produced in the United States, unless a waiver applies.

9. Conflict of Interest. The Borrower and Contractor shall adhere to the mandates of the Federal Hatch Act, 5 U.S.C. § 1501 et seq.

10. Non-Discrimination. The Borrower and Contractor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The Parties shall further adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352); Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; Federal Executive Order 11063, as amended by Executive Order 12259; The Age of Discrimination Act of 1973 (42 U.S.C. 6101 et seq.); Section 402 of the Veteran's of the Vietnam Era Act (for projects of \$10,000 or more); and all applicable state and municipal laws, ordinances, regulations, procedures and guidelines. The Contractor shall further require compliance by any and all of its employees, agents, subcontractors and consultants involved in the Project.

11. W/MBE. The Contractor shall provide the Lender with documents establishing its positive efforts to utilize small businesses and minority and women owned business whenever possible.

12. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c). All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by U.S. Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). In accordance with the Act, each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Lender shall report all suspected or reported violations to EPA.

13. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333). Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by U.S. Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall compute the wages of every mechanic and laborer on the basis of a standard workweek of forty (40) hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open

market, or contracts for transportation or transmission of intelligence.

14. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by EPA.

15. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to EPA.

16. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Lender.

17. Drug-Free Workplace Requirements. The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act.

18. Term. The Project must be completed within 365 days of the execution of the Loan Agreement between the Borrower and the Lender. The Borrower and Contractor may agree to any Project completion date that is within this time period. Before commencing the work the Contractor shall submit a schedule of operations for approval of the Borrower and the Lender.

19. Payment. The Borrower shall be solely responsible to pay the Contractor. The Lender does not have any obligation or duty to make payment directly to the Contractor. In the event of a dispute regarding payment, the Contractor shall have no remedy against the Lender or their respective employees, officials, or agents.

To the extent that the Borrower intends that all or any portion of the Contractor’s payment is reimbursable by the Lender, the Contractor shall submit to the Borrower a detailed, written invoice or official documentation evidencing in complete detail, the

propriety of the charges, including a description of the work performed, the labor expended, materials used and any other charges or fees. The Borrower will review and approve (in writing) such documentation and then forward the request to the Lender.

20. Tax Payment Certification. By its contract with the Borrower, the Contractor hereby certifies that it has complied with all laws of the State of Vermont relating to taxes and all applicable municipal laws and ordinances relating to taxes, fees and charges. The Contractor further represents, warrants and certifies that it will remain in such compliance during the term of this Agreement, including any amendments or extensions hereto.

21. Assignment. The Contractor shall not employ consultants, subcontract, assign or transfer any part of its services or obligations under this Agreement without the prior written approval of the Borrower and the Lender.

22. Retention of Records. The Contractor shall maintain in accordance with this Agreement, 24 CFR Part 85, and any EPA, and BCRLF regulations, procedures, or guidelines, those books, records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations.

23. Access to Records. The Contractor shall make all books, accounts, records reports, files, and other papers, things or property that relate to activities under this Agreement, available at all reasonable times for inspection, review and audit by the Lender, and its agents and authorized representatives, EPA, the U.S. Inspector General, and the U.S. General Accounting Office. In addition to the foregoing, the Contractor shall promptly furnish to the Lender such financial information and statements as the Lender may reasonably request. Upon request of the Lender, the Contractor shall authorize and direct all accountants and auditors to exhibit and deliver copies of any financial statements, trial balances or other accounting records, and to disclose to the Lender any information they may have concerning the Contractor's financial or business condition.

24. Clean Site. The Contractor shall keep the Project Area safe, clean and orderly during the course of the work and shall remove from the site all debris and waste materials resulting from the work. The Contractor shall promptly and properly dispose of all debris and waste materials.

25. Conflict of Interest. The Contractor warrants that it has complied with all provisions of law regarding the award of this Contract and that neither it, nor its employees, agents, officers, directors or trustees have offered or attempted to offer anything of any value to any employee of the Lender or in connection herewith. The Contractor further warrants that no elected official or employee of the Lender, including unpaid members of boards and commissions, serves as an officer, director, trustee or employee of Contractor, and that no elected officials or employees of the Lender have or will have a direct or indirect financial interest in this Contract.

26. Licenses. The Contractor represents and certifies that it is authorized to do business in the State of Vermont and has the license(s) required by law to conduct the work required for this Project.

27. The Borrower and Contractor acknowledge and understand that the Lender does not finance construction or commercial loans. Loan funds are cash reimbursement subsidies that cover a percentage of the cleanup of brownfield sites. The Loan funds will only be distributed to the Borrower when documentation has been submitted showing costs incurred for the project. The BCRLF funds are paid in exchange for the Borrower's voluntary consent to abide by certain conditions and to provide the Lender with a mortgage lien, which is recorded in the appropriate land records.

28. Insurance. The Contractor shall obtain and maintain in force during the term of this Agreement liability insurance pertaining to General Liability, Property Damage, Motor Vehicle and Worker's Compensation in amounts not less than set forth below:

- i. Commercial General Liability - (Bodily Injury, including accidental death) \$100,000 per occurrence/\$300,000 aggregate and (Property Damage) \$100,000 per occurrence/\$300,000 aggregate
- ii. Automobile Liability/Combined Single Limit- \$100,000 per occurrence/\$300,000 aggregate (all owned, scheduled, hired, and non-owned autos)
- iii. Workers Compensation - VT Statutory Requirements
- iv. The Lender may, in its discretion, require additional amounts or type of coverage if it determines such increases are appropriate in light of the particular requirements of the Project. For example, if the Project involves blasting, insurance including coverage for blasting and explosion shall be required.

The Contractor shall furnish a certificate(s) of insurance coverage in the amount required above to the Borrower and the Lender prior to the commencement of work under this Contract.

29. It is expressly acknowledged and agreed that this Contract is between the Borrower and Contractor. The Lender, nor its respective officers, officials, employees or agents are bound or obligated by any terms of this Contract.

30. Indemnification. The Contractor shall indemnify, defend and save harmless the Lender and all of its respective officers, agents and employees, against all suits, claims or liability of every name, nature, and description arising out of or in consequence of the acts or omissions of the Contractor in the performance of the work covered by the Contract and/or the Contractor's failure to comply with the terms and conditions hereof, and will, at its own cost and expense, defend any and all such suits and actions.

31. Energy Star. Contractor shall adhere to ENERGY STAR building performance standards for this Project. All new buildings and gut rehab shall be designed to the National Energy Five Star efficiency performance standard of 86. All procedures used for this rating (86) shall comply with National Home Energy Rating System guidelines. Appliances shall also meet ES guidelines.

32. Debarment and Suspension. No contract shall be made to a Contractor listed in SAM.gov as suspended, debarred or otherwise ineligible to participate in Federal assistance programs, as set forth in 2 CFR Part 180, Subpart C as implemented and supplemented by 2 CFR Part 1532. Similarly, no contract shall be made to any Contractor that has been debarred under 21 V.S.A. Sections 692, 708 and 1314a or 8 V.S.A. Section 3661, or any other applicable debarment provision of the State of Vermont. By its execution of the contract between the Borrower and Contractor, the Contractor so certifies and represents that it is not debarred or suspended under Federal or Vermont law.

[Remainder of Page Intentionally Blank]