

# **CITY OF LOS ANGELES**

## **DEPARTMENT OF BUILDING AND SAFETY**

### **ASBESTOS, LEAD(Pb), MOLD AND OTHER HAZARDOUS MATERIAL ABATEMENT SERVICES**

#### **Scope of Work**

201 North Figueroa Street  
Los Angeles, CA 90012

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## 1. SECTION 1- INTRODUCTION

The Los Angeles Department of Building and Safety (LADBS), is soliciting bids from experienced contractors interested to provide asbestos, lead (Pb), mold and other hazardous material abatement services.

On certain Building and Safety projects, LADBS is authorized to provide new construction services using City resources and/or hiring hall forces. Additionally, LADBS may award contracts for specialized work that cannot be performed by these forces. For projects where LADBS serves as the general contractor, all contracted specialty work must be in compliance with applicable City competitive bidding and contracting requirements (Los Angeles Administrative Code Section 22.535(a)(5)). This contract will be used to support the department's Code Enforcement Bureau (CEB) in work involving asbestos, lead (Pb), mold and other hazardous material abatement on an as-needed basis. Inspection staff will function as the Prime (or General) Contractor for projects undertaken under this contract.

## 2. SECTION 2- DEFINITIONS.

The following words or group of words, when used in this Section, shall be defined as follows:

- **Asbestos Abatement.** Removal of any asbestos containing material.
- **Asbestos Containing Material (ACM).** Any material containing 0.1 percent or more dry weight asbestos.
- **Clean Room.** The room immediately adjacent to the work area from which the work area is accessed.
- **Containment Area.** Any area where critical barriers are taped and access is not possible without respiratory protection.
- **Contractor.** The licensed contractor performing the asbestos abatement.
- **Job Start.** The abatement job begins with the taping of critical barriers.
- **HEPA Filter.** High Efficiency Particulate Air Filters.
- **Negative Air Machine.** A filtering machine whose primary purpose is to maintain a negative atmosphere in the containment area during the asbestos abatement process.
- **Respray.** Reapplication of an approved fire protective coating.
- **SCAQMD.** South Coast Air Quality Management District.
- **VAT.** Vinyl Asbestos Floor Tile.

## 3. SECTION 3- SCOPE OF WORK

Once the contract has been executed, the vendor will be contacted when the City requires asbestos, lead (Pb), mold and other hazardous material abatement services. Vendor will provide a quote/response on specific one-time projects that occur during the term of this contract. A copy of the plans, specifications and/or manuals for each project will be provided. The Contractor will provide a quote for each project.

Contractor shall provide all labor, supervision, technician, tools, equipment, materials, documentation, reports, insurance, permits and other work-related items necessary to perform a full range of asbestos, lead (Pb), mold and other hazardous material abatement services for buildings owned by or under the jurisdiction of the

City of Los Angeles. Such services include, but are not limited to:

- Removing, encapsulating, and/or enclosing asbestos and asbestos-containing material, lead-containing material, mold and/or other hazardous material. Encapsulating and/or enclosing is not applicable for vacant building demolition projects.
- Cleaning and decontaminating the designated work site and other contaminated areas that may be affected during the abatement work. Any Material possibly containing asbestos will be wet down during cutting or dismantling.
- Properly disposing of all hazardous waste in City and State-approved landfill, and preparing necessary documentation (e.g. Uniform Hazardous Waste Manifest, Land Disposal Restriction form, and any other form required for compliance with applicable regulations).
- Re-spraying, when required, with approved fire protective coatings. (Not applicable for vacant building demolition projects).
- Comply with all Environmental Protection Agency (EPA), California Occupational Safety and Health Administration (Cal/OSHA), California Department of Public Health (CDPH), Indoor Air Quality Association (IAQA), and all other Federal, State, or local regulatory agency regulations and procedures.
- Provide valid proof of training of Cal/OSHA-approved hazmat and environmental-related courses.
- Is NOT affiliated or has NOT formed a partnership/joint venture with any monitoring contractors awarded with a contract by the City of Los Angeles.
- Must provide support documents, and other related information upon request.
- Must be available 24 hours a day, 7 days a week.
- Shall provide a 24-hour emergency contact person.
- Shall provide a quote to LADBS within 48 hours of request.

Contractor's work shall be in compliance with all the rules and regulations of Environmental Protection Agency (EPA), California Occupational Safety and Health Administration (Cal/OSHA), CA Department of Public Health (CDPH), Asbestos Hazard Emergency Response Act (AHERA), and all other federal, State, and local regulatory agencies.

The foregoing, along with any additional services requested by the City under the Contract, shall be referred to as the "Services."

#### **4. SECTION 4- SCHEDULE**

A schedule will be provided for each project. Project activities will be coordinated with Inspection. Inspection staff will provide instructions to the Contractor regarding the work required. It will be the Contractor's responsibility to coordinate with the asbestos monitoring contractor for timing. Contractors will be required to comply with federal, state and local inspectors, project engineers, compliance officers and other agencies as required to complete each and every project to the City's satisfaction and approval.

The City will conduct abatement requests on an “as-needed, job-by-job” basis. City projects may require a job walk with authorized City representatives and representative(s) from the Contractor. A written scope of work prepared by an authorized City representative will be given. Each project shall be awarded to the Contractor furnishing satisfactory security for performance and complying with specifications to provide asbestos, lead (Pb), mold and other hazardous material abatement. Work shall meet or exceed all required federal, state and local codes and regulatory standards. Contractor will adhere to all Cal/OSHA safety requirements.

## **5. SECTION 5 - ASSIGNMENT OF WORK**

This entire bid and every item(s) thereof shall become a contract upon its acceptance by the General Manager of the Department of Building and Safety, on behalf of the City of Los Angeles. The complete contract shall consist of the entire Work Order (including specifications) and all Attachments, or any item(s), thereof, this signature and affidavit page, addenda, and, when required, insurance and bonds.

Once the contractor receives the approved Work Order, the following will apply to the job start and payment process:

The City will issue Work Orders for specific work sites. Contractor’s quote/response for specific projects shall be requested in writing by the City and shall require site inspection (job walks) by the Contractor (except for emergency jobs), information:

The request for a quote may be required to include the following;

- Material cost
- Rentals
- Equipment
- Subcontracted services
- Class(es) of personnel to be employed on the project (i.e. Project supervisor, mechanic, laborer, etc.)
- Hourly/labor rate for each job classification
- The estimated number of hours to complete the dollar amount charged per job
- The not-to-exceed total job cost percentage mark-up, and the maximum

Work must start only after obtaining a written approval via email from a LADBS authorized representative.

Quotes must be submitted to the authorized City representative in a timely manner for review and acceptance or rejection prior to work beginning on those elements. The City will not pay the Contractor for a work order or work that has not been pre-approved in writing by the authorized LADBS representative before the work has begun.

## **6. SECTION 6 - SCHEDULE FOR BEGINNING AND COMPLETING WORK**

A pre-construction meeting will be scheduled prior to start of work. Delays or work stoppages as a result of: (a) unsatisfactory air sample monitoring results, (b) regulatory agency requirements, (c) lack of labor or materials, or (d) any cause other

than force majeure or the City's failure to meet its obligation as set forth in the contract between the Contractor and the City shall not increase the cost of the Contractor's work through increased work hours or any other cause.

#### 6.1. Personal Qualifications

- A. Contractor shall have a minimum of five (5) years of experience in providing asbestos, lead (Pb), mold and other hazardous material abatement. The business should also be in existence for at least a period of five (5) years. Contractor shall have experience in working for a federal, state, county agency or local municipality. Contractor shall have a verifiable track record, and must provide a list of references (including names, titles and phone numbers) of projects or contract managers for whom the applicable services are currently being provided, or have been provided.
- B. Contractor must have some experience in working for a federal, state, county agency or local municipality. Contractor shall have a verifiable track record, and must provide a list of references (including names, titles and phone numbers) of project or contract managers for whom the applicable services (1) are currently being provided, or (2) have been provided.
- C. Contractor shall provide information on key employees. Information shall consist of name, title, years of experience, current licenses and/or certifications, and any other pertinent information.
- D. Contractor shall provide information on equipment. Information shall consist of a list of equipment with year and model. The City may perform a site visit of Contractor's facility to verify the accuracy of the equipment list provided. The City reserves the right to inspect the Contractor's (or any Subcontractor's) equipment for the purpose of verifying that the Contractor has adequate resources to perform any work per a required schedule.
- E. All employee certifications and accreditation covered by this agreement must be kept current and in force during the entire term of the agreement. Failure to do so may result in immediate termination for cause. The City may request copies of all such certifications and accreditation at any time.

#### 6.2. Licenses and Qualifications

The Contractor is required to be licensed through the State Contractors Licensing Board for the appropriate classification at the time bids are due. License shall be current and in good standing. All work is to be performed in accordance with the latest editions of all applicable codes and regulations including but not limited to: Standard Specifications for Public Works Construction (green book), City of Los Angeles Building Codes, the Air Quality Management District (AQMD), Cal/OSHA, CDPH, AHERA, and all other applicable regulations and EPA guidelines. The Contractor shall acquire and maintain in effect during the entire term of the contract all licenses,

permits, etc., required for performance of all services under this agreement. The licensed contractor performing the asbestos abatement shall obtain the required permit and shall pay all required fees.

### 6.3. Fire Retardant / Non-Combustible Materials

All plastics, spray-on strippable coatings, and structural materials used in the asbestos abatement process must be certified as fire retardant or non-combustible. This includes, but is not limited to, plastic sheeting, temporary structures, separations, supports, and scaffolding. Wood which is pressure impregnated and certified as fire retardant is acceptable. All pressure impregnated wood used shall be stamped by the approved applicator (CCR Title 19, Division 1, Chapter 8, Article 5) as being fire retardant, and the stamp on the wood shall be visible upon inspection. Material Safety Data Sheets (MSDS) provided by the manufacturer shall be maintained at the job site for all fire retardant plastics and shall be made available upon request by the Fire Department.

EXCEPTION: Tape used to hang poly and to tape critical barriers need not be fire retardant. Plexiglas used for viewing ports into the work area need not be fire retardant provided the ports are not larger than four square feet and have a total aggregate area of less than 40 square feet.

### 6.4. Work Order Responses Procedures

When Contractor services are needed, LADBS will issue a Work Order email to Contractor. The email will include a request for a quote and will contain a defined Asbestos Evaluation Report (Exhibit 1) and a Job Specific Information (Exhibit 2).

Contractor shall respond and submit quote for the services required by the deadline provided in the email. The Contractor should expect to begin work on the estimated start date indicated in Exhibit 1. However, LADBS will determine the exact start date in written approval notice.

Contractor will indicate in the quote whether a site visit will be necessary. Proposers shall provide quote in writing prior to the site visit.

All proposals shall be delivered to LADBS electronically or as instructed in the Work Order email.

#### Example Evaluation Criteria:

Vendors must update any contact information with LADBS' Contract Administrator when necessary to ensure proposals and quotes are not unnecessarily rejected.

LADBS, at its sole discretion, may request the Contractor to further refine their proposal to align with LADBS requirements. After all proposals and quotes received are properly documented, the Contract Administrator, or designee, will confirm current, valid insurance and certifications. Code Enforcement Bureau (CEB) staff shall review the responses/quotes. Upon receipt of the approval from CEB with the agreed timeline with the abatement contractor

and testing agency, written approval will be sent by LADBS and the work will commence per the schedule specified in the written notice.

#### 6.5. City's Right to Inspect Work

The City shall have the right to review completed work and work in progress to ascertain that the requirements of the Contract are being fulfilled. Deficiencies noted shall be promptly corrected at the Contractor's expense.

#### 6.6. Contractor's Requirements

The Contractor is required to furnish all labor, materials, equipment, tools, monitoring, supervision and all incidentals required for providing asbestos, lead, and/or mold abatement, including but not limited to, obtaining permits, final clean up, and any other associated work related to the abatement that is specifically indicated in the project bid documents/job-specific bid information sheets.

The safety of the Contractor's personnel, the general public and others in the immediate work area and property shall be the responsibility of the Contractor. Safe work practices shall be utilized and enforced. All tools and equipment shall be of safe design and in good condition. Any work being performed in an unsafe manner, or unsafe tools/equipment, as deemed by the City, shall be cause for the City to stop any work in progress. Work stopped for safety reasons shall not be resumed until the situation has been corrected. Any expense as a result of unsafe work practices and/or tools or equipment shall be borne by the Contractor. Any equipment or material furnished must conform to the current safety code of the California Division of Industrial Safety and all Cal/OSHA requirements where applicable.

The Contractor will be responsible for traffic control, protection of property, utility interference, access to property, public relations, accurate records and nuisance problems of dust, mud or noise.

The Contractor is required to verify all existing conditions and dimensions prior to starting any work. Any discrepancies, conflicts or omissions, etc., shall be reported to the City representative before proceeding with work. Failure to report additional work for verification by the City representative prior to starting work may result in no payment for either unauthorized work or additional work that cannot be verified.

The Contractor is required to cooperate and coordinate with CEB, other contractors on site, project-specific personnel and City representatives in order to expedite the completion of each project.

The Contractor is required to accept full responsibility for the security against loss or damage to the equipment involved while in its possession or in the possession of any of its agents. The Contractor shall reimburse the City for any loss or damage to City equipment while in either its or its agent's care or custody.

The Contractor is required to maintain a clean and orderly work area including

regular removal and disposal of debris generated as a result of work performed by the Contractor. City representatives may require immediate clean up if work or adjacent areas become unsafe. Areas adjacent to work areas must be kept "broom clean," meaning to the degree expected by the use of a push or hand broom, as opposed to a vacuum cleaner. Adjacent areas, equipment, exhibits and structures must be adequately protected from damage and dirt. The Contractor shall be held liable for any damages including damages to personal property caused by the Contractor's personnel or as a result of construction activities. The Contractor will be responsible for protecting existing work completed in surrounding work areas.

The Contractor is required to respond to work requests in a timely manner. All work performed by the Contractor will be subject to the approval of the City Engineer. Any sub-standard work shall be removed and replaced to the City Engineer's satisfaction at the Contractor's expense with no costs to the City. Should the Contractor fail to perform within the contract terms and requirements, the City reserves the right to obtain the same services from other sources without penalty to the City for exercising this right.

The methods and appliances utilized by the Contractor shall be such as to achieve a satisfactory quality of work, and enable completion of the work within the time agreed upon. If at any time such methods and appliances appear inadequate, the City may order the Contractor to improve their character, or increase their efficiency via written memoranda and the Contractor shall conform to such written memoranda, but the failure of the City to order such improvement of methods, or increase of efficiency, will not relieve the Contractor from the obligation to achieve a level of quality of work that is satisfactory to the City, or finish it in the time agreed upon. The Contractor shall be responsible for coordination of all work including that by subcontractors under the Contractor's control.

All additional work required as a result of the Contractor's non-performance shall be charged back to the Contractor at no additional expense to the City. The City shall have the right to deduct and retain the amount of such damages from any monies due under the contract.

Contractor shall comply with applicable laws and regulations of the City including, but not limited to, those laws relating to wages, hours and conditions of employment.

The Contractor is required to comply with all applicable sections of the labor code of the State of California pertaining to labor and the prevailing wage scale, Payroll documentation and other related information pertaining to workers shall be submitted upon request to the City's Office of Contract Compliance. Failure to comply may result in wage restitution and/or State penalties in accordance with California law.

The job site shall be cleaned and debris hauled away. A final job walk will be made to observe any unfinished work or discrepancies that may exist. Any remaining work activities shall be documented in a final punch-list and transmitted to the Contractor. Contractor shall resolve all punch-list items prior to the release of retention monies.

#### 6.7. Emergency Protective Equipment

Protective entry suits shall be provided as required.

#### 6.8. Protective Entry Suits.

In all containment areas greater than 1,000 square feet, five "Tyvek" type protective entry suits, rated for use in an asbestos containment area, shall be provided in the clean room.

#### 6.9. Suits Requirement.

All suits shall be extra-large and shall be kept in a red box clearly identified with white 3" letters stating, "Fire Department Emergency Use Only." The box shall be readily accessible at all times.

#### 6.10. Emergency Shutdown of Negative Air Equipment

Emergency shutdown of negative air equipment shall comply with;

##### 4.21.1 Emergency Shutdown

A single switch or set of switches shall be provided for the emergency shutdown of all negative air equipment located in the containment area. This switch or set of switches:

1. Shall be for emergency use by Fire Department personnel.
2. Shall be located in a non-contaminated area near the exit from the decontamination station and shall be clearly identified using a sign with minimum 3" high x 1/2" wide lettering on a contrasting background. The sign shall read "NEGATIVE AIR MASTER SHUT-OFF."

##### 4.21.2 Temporary Power

All temporary power for the negative air equipment from the building shall be installed and inspected under permit from the Department of Building and Safety.

#### 6.11. Rubbish and Debris

All combustible rubbish and debris, including, but not limited to, properly bagged asbestos, shall be removed and properly disposed of at the end of each working day, or 24-hour period if work is continuous 24 hours a day.

#### 6.12. Respray of Fire Protective Coatings

A. Respray of fire protective coatings shall be completed within 15 days after receipt of the final air-monitoring clearance. All areas where fire protective coatings have been removed, including areas that have been cored or spot abated to facilitate the placement of pipe hangers, etc., shall be returned to the degree of fire resistiveness as prescribed by the Department of Building and Safety.

- B. The building owner shall cause the respray of all fire protective coatings to be accomplished under permit from the Department of Building and Safety within 15 days of the contractor receiving final air-monitoring clearance.

#### 6.13. Fire Safety Coordinator

In all asbestos abatement projects, regardless of size, one on-site supervisor selected by the contractor shall be designated as the Safety Coordinator and shall be responsible for the following:

- A. Educating on-site personnel in general safety procedures.
- B. Insuring that on-site personnel are aware of the location and proper use of all extinguishers and other fire and life safety equipment.

#### 6.14. Fire Safety Watch

Where the abatement project is 1,000 square feet or more, or whenever any of the fire protective coating of the building's structural members is removed, the following shall apply:

- A. A person shall be selected by the contractor to function as a Fire Watch. The Fire Watch may perform only duties which are specifically related to the security and fire safety of the overall work area.
- B. The Fire Watch must inspect every area of the work site every 30 minutes during working hours for fire and life safety problems and shall continue such inspections a minimum of 30 minutes after the cessation of work.

##### 6.14.1. Log

A fire and life safety log must be maintained by the designated Fire Watch as follows:

- a. The log must be maintained from the beginning of the abatement process until the final clean air certification is received.
- b. When fire protective coating has been removed from structural members, the log shall be maintained until all respray is complete.
- c. The log shall be used solely for the recording of fire and life safety information and shall be kept at the work site in the clean room at all times. It shall be available for review by Fire Department representatives.
- d. The log shall be a bound notebook or three-ring binder and shall contain the following information for each working day:
  - 1. The date.
  - 2. The name and title of the assigned Fire Watch.

3. The area assigned to each Fire Watch.
4. The actual start and stop time of each patrol and the name of the Fire Watch person conducting that patrol.
5. Entries describing any fire or life safety problem that was found and how it was corrected.
6. A brief account of any fire incident, regardless of size, including all facts, names of individuals involved, including witnesses, how it was extinguished, and the probable cause. Included shall be the time and method of Fire Department notification.
7. A statement at the conclusion of each work day, signed by the on-site Safety Coordinator, confirming that a survey of the work site has been made and any unsafe fire and life safety conditions have been rectified.

6.15. Absence of Approved Automatic Fire Detection System

In the absence of a functioning, approved automatic fire detection system connected to the building's Central Alarm System in the area undergoing abatement or respray, a Fire Watch shall be maintained on a 24-hour basis. For this purpose, elevator smoke detectors shall not be considered an approved fire detection system.

6.16. Duration

The Fire Watch shall continue until the final clean air certification is received and all respray is completed in buildings where fire protective coatings have been removed.

6.17. Fire Watch Discontinued

In abatement areas protected by a functioning, approved automatic fire detection system connected to the building's Central Alarm System, the Fire Watch may be discontinued 30 minutes after the completion of each work day under the following conditions:

1. The building's Central Alarm System must be monitored on a 24-hour basis either by building security personnel or by an alarm company at a remote location.
2. No structure, separation, or barriers set up for containment or other purposes shall impede the proper operation of any detection device or limit the intended area the device was installed to monitor.
3. Alternate fire alarm equipment requires the approval of the Fire Department and the Department of Building and Safety.

6.18. Open Flame.

Any work requiring the use of open flame shall require a Fire Watch standing

by with a 4A:60B:C extinguisher until the completion of the project.

6.19. Smoking

Smoking shall not be permitted inside any asbestos abatement area or within 25 feet of any asbestos abatement area. Approved "NO SMOKING" signs shall be conspicuously posted. It shall be the responsibility of the asbestos abatement contractor to enforce this prohibition.