

**STATEMENT OF WORK
ASBESTOS ABATEMENT
Project # 523-19-123**

1. INTRODUCTION/BACKGROUND:

The VA Boston Healthcare System, Jamaica Plain Campus located at 150 South Huntington Ave, Jamaica Plain, MA 02130 has several crawl spaces that contain Asbestos fibers in the soil. A site survey was performed and the need for an Asbestos Soil Abatement/Re-insulation, and Miscellaneous Hazardous (any foreign objects) removal is requested. The VA estimates approximately 40,000 square feet (sq. ft.) of Asbestos Abatement related services and encapsulation to be performed at the following location: Work to be performed in Building 1 only, work area of sub-basement and crawlspace #B1.

2. OBJECTIVE:

- a) The Government and the Contractor understand and agree that the construction services to be performed under this contract by the Contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationships exist or will exist under the contract between the Government and the Contractor's employees.
- b) The contractor shall furnish all materials, labor, equipment, training, transportation and personnel necessary to accomplish Asbestos Abatement tasks in accordance with VA provided drawings and specifications, and this statement of work.
- c) The Government will provide specifications and drawings and an asbestos sampling summary report for all buildings where the work is to be performed.

3. NORMAL OPERATING HOURS:

Normal work hours are 7:30 a.m. to 4:30 p.m. Eastern Time, Monday through Friday, excluding Federal Holidays and weekends. Contractors must obtain written permission from the Contracting Officer at least 4 working days prior to work on Saturdays, Sundays, or Federal holidays. The following federal holidays are observed:

| | |
|----------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Jr. Day | Columbus Day |
| Presidents' Day | Veterans' Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

4. CONTRACTOR STAFF AND EMPLOYEES

Prior to commencing work, the contractor shall provide the Contracting Officer (CO) and the Contracting Officer's Representative (COR) with the telephone number at which the contractor or his/her designated representative may be contacted at any time during regular working hours and an emergency number which the contractor may be contacted

in situations requiring immediate attention. The above-mentioned representative, if provided, must be delegated in writing to act on the behalf of the principle/President/CEO of the company.

5. KEY PERSONNEL:

The Key Personnel assigned by the contractor for the performance of work on this contract shall be acceptable to VA in terms of personal and professional conduct and technical knowledge. Should the assignment to this contract of any person by the contractor be deemed to conflict with the interests of VA, or in the event performance is deemed to be unsatisfactory at any time during the life of the contract, the Contracting Officer may notify the contractor and request the person be removed from the assignment. The reason for removal will be documented and a request to receive key personnel replacement within three (3) business days of the notification will be made. Replacement of key personnel qualifications shall be equal to or greater than those of the key personnel being replaced. Employment and staffing difficulties will not be justification for failure to meet established schedules. The contractor is required to submit a resume with qualifications for the proposed replacement which shall be approved by the COR and CO prior to the replacement starting work.

6. PROGRESS MEETINGS

Progress meetings shall be held (frequency determined by the CO/COR), between the contractor and the Government to discuss work progress, problems and potential modifications.

7. PERIOD OF PERFORMANCE

The period of performance for this contract is 180 days from the issuance of a Notice to Proceed (NTP).

8. SPECIFICATIONS

Work is to be accomplished in accordance with this SOW, as well as the following specifications:

- Section 01 00 00 General Requirements
- Section 01 33 23 Shop Drawings, Product Data, and Samples
- Section 01 35 26 Safety Requirements
- Section 01 45 00 Quality Control
- Section 01 74 19 Construction Waste Management
- Section 02 82 13.13 Glovebag Asbestos Abatement
- Section 03 37 13 Shotcrete

9. SCHEDULING OF WORK

Before commencement of work under this contract, the contractor shall confer with the Contracting Officer's Representative, as well as the building occupant, and agree on a sequence of procedures; means of access to premises and building; space for storage of materials and equipment; delivery of materials and use of approaches; use of corridors,

stairways, elevators, and similar means of communications; location of partitions, eating spaces, and restrooms for contractor employees; and the like.

Delivery of materials and equipment shall be made with a minimum of interference to Government operations and personnel.

The work shall, so far as practicable, be done in definite sections or divisions, and confined to limited areas which shall be completed before work in other sections or divisions is begun.

Work will be performed mostly in unoccupied areas. The contractor shall take all precautions to ensure that no damage will result from his operations to private or public property. All damages shall be repaired or replaced by the contractor at no cost to the Government.

The contractor shall be responsible for providing all work site protective barriers and site control devices. This includes but is not limited to: protective fences; protective tapes; and protective signage. The contractor shall be responsible for providing all necessary traffic control, such as, street blockages, traffic cones, flagman, etc., as required, at no additional cost to the Government. Proposed traffic control methods shall be submitted to the Contracting Officer's representative for final approval. No street shall be completely closed to traffic without prior approval from the COR.

All temporary outages of any utility services required for the performance of work shall be scheduled with the COR no less than five (5) working days in advance of such outages. Request for power outages must be in writing.

10. STATUS REPORTS

The contractor shall notify the COR of the location(s) of work to be accomplished each day in the form of a Daily Report. The contractor shall ensure all daily reporting requirements indicated in any specification (see section 8) are also included in the Daily Report.

The contractor shall prepare and furnish a monthly progress report. The contractor is required to submit a progress chart and construction cost breakdown as required in Federal Acquisition Regulation (FAR) 52.236-15, "Schedules for Construction Contracts".

11. CONTRACTOR ACCESS

Most work will be in unoccupied areas. The area wherein work is to be performed under this contract may be occupied by Government services during the construction period. The contractor shall have access to that portion of the area within which work is to be performed. The movement of contractor personnel, equipment, materials, and tools shall be confined to this area so as not to interfere with ongoing operations in the work areas.

12. CONTRACTOR QUALITY CONTROL

The Contractor Quality Control (QC) Plan, with which the contractor proposes to implement the requirements of FAR Clause 52.246-12, entitled "Inspection of

Construction”, shall identify personnel, procedures, instructions, records, and forms to be used. After contract award, and prior to commencement of work under individual task orders, the contractor’s Quality Control Plan shall be received, reviewed, and formally accepted in writing by the Contracting Officer. Failure to execute the Quality Control Plan shall result in withholding of funds from progress payments in accordance with FAR Clause 52.232-5, entitled “Payments Under Fixed-Price Construction Contracts”. In general, the contractor’s quality control plan must address how they intend to assure that their construction complies with the requirements of the contract plans and specifications.

a. The Quality Control Plan shall include as a minimum, the following:

- (1) A description of the quality control (QC) organization, including chart showing lines of authority and acknowledgement that the Contractor’s QC staff shall report to the project manager or someone higher in the contractor’s organization.
- (2) The qualifications, duties, responsibilities, and authorities of each person assigned a quality control function.
- (3) A copy of the letter to the Quality Control Manager, signed by an authorized official of the firm, which describes the responsibilities and delegates the authorities of the Quality Control Manager, shall be furnished.
- (4) Procedures for scheduling and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents.
- (5) Control testing procedures for each specific test performed (Laboratory facilities will be approved by the Contracting Officer). The National Institute of Standards and Technology (NIST) maintains a listing of accredited asbestos laboratories under the National Voluntary Laboratory Accreditation Program (NVLAP).
- (6) Reporting procedures, including proposed reporting formats and distribution of the documents (see VABHS ACM Abatement Document Checklist).

The Government reserves the right to require the contractor to make changes in his CQC Plan and operations as necessary to obtain the quality specified. These changes must be submitted to and approved by the Contracting Officer. Notification of Changes: The contractor shall notify the Contracting Officer in writing of any proposed changes. Proposed changes are subject to acceptance by the Contracting Officer.

b. Quality Control Organization

- (1) QC System Manager: The contractor shall identify an individual, within his organization, who shall be responsible for overall management of QC and have authority to act in all CQC matters for the contractor. The QC System Manager shall be approved by the Contracting Officer and replaced if the QC System Manager is unable or unwilling to perform his duties as prescribed.
- (2) Personnel: A staff shall be maintained under the direction of the QC System Manger to perform all quality control activities. The actual strength of the staff during any specific work period may vary to cover work phase needs, shifts, and

rate of placement. The personnel of this staff shall be fully qualified by experience and technical training to perform their assigned responsibilities and shall be directly hired by and work for the prime contractor.

- (3) Minimum Qualifications: Inspectors shall be trained and accredited in accordance with [Environmental Protection Agency \(EPA\) Pt. 763, Sub pt. E, Appendix C](#). All persons who inspect for ACBM in schools or public and commercial buildings must be accredited.
 - (4) Minimum Staffing: Contract progress shall be comprehensively inspected at least daily, and these inspections shall be documented.
- c. SUBMITTALS: The QC organization shall be responsible for certifying that all ACM submittals follow the contract requirements, to include all applicable specifications.
 - d. CONTROL: Contractor quality control is how the contractor assures himself that his construction complies with the requirements of the contract plans and specifications. The controls shall be adequate to cover all construction operations, including both on-site and off-site fabrication, and will be keyed to the proposed construction sequence. Quality control includes, as a minimum, the following functions:
 - (1) All ACM submittals are submitted in a timely fashion.
 - (2) The submittals are approved.
 - (3) The supplies that are delivered are the same as the ones on the submittal.
 - (4) The supplies are in the proper condition when delivered.
 - (5) The supplies are stored properly.
 - (6) The construction equipment is correct and meets contract requirements.
 - (7) Testing provisions are reviewed and testing equipment and personnel are available and correct.
 - (8) All tests are performed at the proper times and in the proper places.
 - (9) All test reports meet contract requirements.
 - (10) The workers are cognizant of the required level of workmanship.
 - (11) Inspect each area of work to ensure the preparation for the work is correct.
 - (12) Inspect each feature of the work to ascertain that no deficient work is covered up by succeeding work.
 - (13) Inspections shall continue throughout the contract.
 - (14) Document all inspections.
 - (15) The documentation covers both conforming and defective work.
 - (16) All deficiencies are corrected.
 - (17) Develop procedures to ensure that deficiencies do not recur.
 - (18) ACM checklist for the completion inspection.
 - (19) Government officials are notified at the proper times of inspections or tests that are required.

13. TESTS:

- a. Testing Procedures: The contractor shall perform tests specified or required to verify the control measures are adequate to provide a product which conforms to contract requirements. The contractor shall procure the services of an industry recognized

testing laboratory or establish an approved testing laboratory at the project site. The NIST maintains a listing of accredited asbestos laboratories under the NVLAP.

b. Documentation:

(1) Records: The contractor shall maintain current records of quality control operations, activities and tests performed, including the work of suppliers and subcontractors. The records shall be on the Daily Construction Quality Control Report and indicate a description of trades working on the project, the number of personnel working, the weather conditions encountered, any delays encountered, and acknowledgement of deficiencies noted, along with the corrective action taken on current and previous deficiencies. In addition, these records shall include factual evidence that required activities or tests have been performed, including, but not limited to, the following:

- Type and number of control activities and tests involved;
- Results of control activities or tests;
- Nature of defects, causes for rejection, etc.;
- Proposed remedial action; and
- Corrective actions taken.

(2) Content: These records shall cover both conforming and defective or deficient features and shall include a statement that supplies, and material incorporated in the work have been inspected and comply with the contract. Two (2) legible copies of these records shall be furnished to the Contracting Officer's Representative daily.

14. SAFETY ASSURANCE

Preconstruction Safety Meetings: Representatives of the contractor shall meet with the Contracting Officer or his/her representatives – COR, Green Environmental Management System (GEMS) Manager, Industrial Hygienist, Safety Manager, etc. – prior to the start of repair, alteration, or construction activities for the purpose of reviewing the contractor's safety and health programs and discussing implementation of all safety and health provisions pertinent to the work to be performed under the contract.

Preconstruction Safety Meetings shall be coordinated by the Contracting Officer or his/her representative. The contractor shall be prepared to discuss, in detail, the measures he/she intends to take in order to control any unsafe or unhealthy conditions associated with the work to be performed under the contract. This meeting may be held in conjunction with the preconstruction conference, if so directed by the Contracting Officer or his/her designated representative. The conduct of this meeting is not contingent upon a general preconstruction meeting. The level of detail for the safety meeting is dependent upon the nature of the work and the potential inherent hazards. The contractor's principal representative(s), the general superintendent, and his/her safety representative(s) shall attend this meeting.

Contractor Responsibility: The contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work and shall hold the Government harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury, or death. Contractors are required to report, timely, any accidents or injuries to the Contracting Officer. Inspection, Tests, and Reports: The required inspections, tests, and reports made by the contractor,

subcontractors, specially trained technicians, equipment manufacturers, and others, as required by a task order, shall be furnished in accordance with the terms of the task order. Materials and Equipment: Special facilities, devices, equipment, clothing, and similar items used by the contractor in the execution of work shall comply with the applicable regulations.

15. DELIVERABLES

| Deliverable | Days After (NTP) |
|--|-------------------------|
| Pre-Abatement Deliverables | |
| <i>Emergency Action Plan and Arrangement</i> | NTP + 10 days |
| <i>Quality Control Plan</i> | NTP + 10 days |
| <i>Site Safety Plan</i> | NTP + 10 days |
| <i>Asbestos Hazard Abatement Plan</i> | NTP + 10 days |
| Abatement Completion Deliverables | |
| <i>Project Report (see asbestos specification)</i> | NTP + 150 days |