



**CONTRACT SPECIFICATIONS FOR SITE DECONTAMINATION AND
DISPOSAL OF ASBESTOS CONTAMINATED MATERIALS**

AT

**110 CHURCH STREET
NEW YORK, NEW YORK**

PREPARED FOR

**LIONS HEAD 110 DEVELOPMENT LLC
150 EAST 58th STREET
NEW YORK, NEW YORK 10155**

PREPARED BY

**ENVIRONMENTAL MONITORING & CONSULTING ASSOCIATES
P.O. BOX 872
SOMERVILLE, NEW JERSEY 08876**

732.249.3005

31 OCTOBER 2001

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SCOPE OF WORK

110 CHURCH STREET

The abatement work to be performed under this contract consists of the complete removal and disposal of all asbestos contaminated dust and the decontamination of all surfaces. All decontamination and disposal shall be carried out in full and strict accordance with all applicable Federal, State and local codes, rules and regulations and with the Contract Documents. All work shall be performed under modified full containment procedures in accordance with New York City Department of Environmental Protection Memorandum "Cleanup Of Asbestos Containing Materials" dated September 14, 2001 and the Contract Documents. The Contractor is advised that the gross square footage of the facility is approximately 622,000 square feet.

The Contractor shall provide all union labor, materials and equipment to complete the work as specified in or contemplated by the Contract Documents, including but not limited to the following:

1. The filing of all required notifications and variances, including the payment of all fees charged by all regulatory agencies.
2. Work area preparation.
3. General protection.
4. Isolation and barrier construction.
5. Removal of all asbestos contaminated dust and decontamination of all surfaces within the limits of this contract.
6. Provide and install personnel and waste decontamination facilities.
7. Packaging, transportation and the legal disposal of asbestos contaminated waste.
8. Repair or replacement, to the owner's satisfaction, of any existing finishes, construction or other building components to remain which are damaged during the prosecution of the work.

TECHNICAL REQUIREMENTS

- 1.0 All personnel engaged in the cleaning shall be NYS and NYC licensed asbestos handlers and/or supervisors.
 1. The Contractor shall provide and install a personnel and waste decontamination unit in accordance with the Contract Documents.
 2. All personnel shall wear personnel protective equipment (PPE) while in the work area.
 3. The Contractor shall provide and install isolation barriers between all contaminated and clean areas.
 4. The Contractor shall remove all HVAC system filters.
 5. Each floor shall be considered a separate work area.
 6. Each contained work area shall have a triple curtained entranceway constructed of six mil poly.
 7. HEPA equipped air filtration devices shall be utilized during decontamination procedures at locations to be determined at the direction of the Consultant.

APPLICABLE CODES AND STANDARDS

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI Z9.2	(1979; R 1991) Fundamentals Governing the Design and Operation of Local Exhaust Systems
ANSI Z87.1	(1989; Errata; Z87.1a) Occupational and Educational Eye and Face Protection
ANSI Z88.2	(1992) Respiratory Protection

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 4397	(1991) Polyethylene Sheeting for Construction, Industrial, and Agricultural Applications
ASTM E 119	(1988) Fire Tests of Building Construction and Materials
ASTM E 736	(1992) Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members
ASTM E 1368	(1992) Visual Inspection of Asbestos Abatement Projects

CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1910	Occupational Safety and Health Standards
29 CFR 1926.1101	Asbestos Construction Standard
29 CFR 1910.120	Hazardous Waste
29 CFR 1926	Safety and Health Regulations for Construction
29 CFR 1926.62	Lead Construction Standard
40 CFR 61	National Emission Standards for Hazardous Air Pollutants
40 CFR 761	Polychlorinated Biphenyls (PCBs) Mercury
40 CFR 763	Asbestos

COMPRESSED GAS ASSOCIATION (CGA)

CGA G-7 (1990) Compressed Air for Human Respiration

CGA G-7.1 (1989) Commodity Specification for Air

ENVIRONMENTAL PROTECTION AGENCY (EPA)

EPA 340/1-90-018 (1990) Asbestos/NESHAP Regulated Asbestos Containing Materials Guidance

EPA 340/1-90-019 (1990) Asbestos/NESHAP Adequately Wet Guidance

EPA 560/5-85-024 (1985) Guidance for Controlling Asbestos Containing Materials in Buildings

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 10 (1990) Portable Fire Extinguishers

NFPA 70 (1993) National Electrical Code

NFPA 101 (1994) Safety to Life from Fire in Buildings and Structures

NFPA 701 (1989) Methods of Fire Test for Flame-Resistant Textiles and Films

NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH (NIOSH)

NIOSH Pub No. 84-100 (1984; Supple 1985, 1987, 1988 & 1990) NIOSH Manual of Analytical Methods

UNDERWRITERS LABORATORIES (UL)

UL 586 (1990) High-Efficiency, Particulate, Air Filter Units

NEW YORK STATE AND CITY

12 NYCRR Part 56 New York State Department of Labor

6 NYCRR 364 New York State Department of Environmental Conservation, Waste Collector Registration

TITLE 15 New York City Department Of Environmental Protection Asbestos Control Program

GENERAL REQUIREMENTS

The Specifications require the doing of all things necessary or proper for or incidental to the work, as specified or as shown in the Contract Documents. The Contractor shall provide all work not shown or specified by these Contract Documents but involved in carrying out their intent the same as though they were specifically delineated, described and mentioned.

When discrepancies exist between the Contract Documents and the site conditions, or the Contractor has any questions as to possible error or omissions in Contract Documents, he shall immediately bring the discrepancy or other question to the attention of the Consultant in writing and obtain a written decision as to the methods and materials to be used.

Failure to obtain clarification in writing shall not relieve the Contractor of performing to the normal good practice of the industry. The Contractor will be deemed to have based his bid on providing the material or performing the work in the manner most costly to the Contractor, and consistent with normal, good practice of the trade of industry.

The Contractor shall perform the work in accordance with NYCDEP requirements in effect at the time of abatement. If the regulatory requirements at the time of abatement differ from this specification, the Contractor shall immediately notify the Consultant in writing of any required modifications in work procedures or materials to be used.

The Contractor shall provide a centrally located three stage decontamination unit to provide for worker and waste decontamination during all phases of this project. Each decontamination unit shall be constructed outside the work area and must meet all New York City Department of Environmental Protection requirements.

All asbestos waste must be disposed of at a permitted sanitary landfill approved for asbestos wastes. Superfund (NPL) sites will not be considered for disposal of asbestos wastes.

The Contractor is advised that the facility is under renovation and operating under temporary power and temporary plumbing.

The Contractor shall provide standby electricians, temporary GFI electric panels for his equipment and shall provide temporary lighting as necessary for the successful completion of the project and in accordance with all applicable codes and standards.

The Contractor shall provide standby plumbers and all temporary connections and disconnects for water services as necessary for the successful completion of the project.

The Contractor shall provide elevator operators as required for the successful completion of the project.

The Contractor shall furnish all union labor, materials, services, insurance's and equipment necessary for the complete decontamination of surfaces and disposal of all asbestos contaminated waste, as specified, in compliance with all Federal, State, and local Codes, Rules and Regulations and the Contract Documents.

The proposals based upon these Specifications shall be held as made with full knowledge of conditions and requirements. Bidders are required to visit the premises prior to the time of submitting proposals for work herein described, and thoroughly inspect the conditions under which the contract is to be executed.

The Contractor shall provide all necessary water supply on each floor. All waste water from the showers shall be prefiltered and disposed of in accordance with NYS DEC Requirements.

All hauling of asbestos waste shall be by a New York State licensed asbestos waste transfer facility.

Contractor agrees to defend and hold the Owner and Consultant harmless from any and all fines, levies or penalties including the cost to defend against any penalties issued by the New York State Department Of Labor, NYCDEP or any other jurisdictional authorities as a result of any actions or work procedures used by the Contractor or his Subcontractors or any persons employed by or assisting the Contractor or his Subcontractors.

Bidders shall examine the site of proposed work and shall determine existing conditions that may affect the work.

No consideration or allowance will be granted for any misunderstanding of work to be done or materials to be used.

The Contractor shall provide the Consultant with a current Form MCS-90 prior to the removal of any contaminated waste from the site.

Contractor shall field verify all work to be performed and all site conditions.

Contractor shall acquire and pay for all required local permits.

Contractor is responsible for distribution of water and electric as required for the successful completion of the abatement project and for the Owner's air monitoring requirements as directed by the Consultant.

Contractor shall provide Material Safety Data Sheets for all material to be utilized at the pre-construction meeting. Consultant expressly reserves the right to require material substitutions as they deem necessary.

Contractors employees shall be required to sign in and out on a daily basis at site security location to be determined.

Contractors project manager shall provide a daily work schedule clearly illustrating the progress of the work on a daily basis at the pre-construction meeting.

Contractor shall be held responsible for any damages to existing facility systems to remain.

All requests for clarification or extensions shall be in written form and be received by the Consultant in a timely manner.

DAMAGE TO PROPERTY

The Contractor shall restore to its original condition, without cost to the Owner, any property that becomes damaged due to negligence and/or work of the Contractor's employees, Sub-contractors or Sub-subcontractors. All such repairs must receive final approval of the Owner. Contractors project manager shall attend meetings at the project site as required by the Consultant.

GENERAL

The Contractor shall be responsible for verifying the Contract Documents and the decontamination of all surfaces and disposal of all asbestos contaminated waste, under applicable regulations, is part of the work.

There will be no increases in the contract value due to any misunderstanding of work to be done or materials to be used. The Contractor shall field verify all quantities and locations of contamination and all field conditions affecting the work. Any discrepancies between the Contract Documents and the field conditions shall be reported to the Consultant, in writing prior to the project start date.

The Contractor shall base his bid on his own inspection of quantities of work to be performed and evaluation of the conditions affecting the work. The Contract Documents are to be used as a guide and do not limit the Contractor's responsibility to seek and remove all asbestos containing dust, without limitation.

SCHEDULE OF WORK

The schedule of removal work shall be coordinated with the Owner and Consultant as well as conform with the requirements of the Contract Documents. The Contractor is advised that

"TIME IS OF THE ESSENCE IN THE PROSECUTION OF THE WORK".

Final air monitoring tests will commence following the completion of cleaning in each particular removal zone. The Contractor must maintain properly manned clean-up crews during the testing operations to allow for additional clean-up procedures if air tests should indicate fiber counts above required maximum level. Contractor must continue recleaning work at no additional cost to the Owner until acceptable air quality levels are obtained and the facility can be occupied as scheduled.

SPECIAL CONDITIONS

These "Special Conditions" apply to the project as a whole, and to each branch or sub-division.

1. **SAFETY:**

JOB SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

The Owner and Consultant make no representations in regard to any existing or potentially hazardous or unsafe conditions which may be present at the site now or in the future.

The Contractor is solely responsible for controlling or eliminating all hazards and providing a safe place and means to perform the work of this Contract.

At all times the Contractor is solely responsible to construct, shore, equip, guard, arrange, operate and conduct the work so as to provide reasonable and adequate protection to all persons assisting or employed on the project and to the public in general.

2. **CONDITION OF THE SITE:**

Each bidder shall personally inspect the sites of the proposed work to arrive at a clear understanding of the conditions under which the work is to be done. He shall be held responsible to compare the premises and site with the specifications, and to satisfy himself as to the condition of the premises, existing obstructions, actual elevations and dimensions of existing work. He shall inspect for rubbish and debris, and any other conditions affecting the carrying out of his work before the delivery of his Proposal. No allowance or extra consideration on behalf of the Contractor will subsequently be allowed by reason of error or oversight on the part of the Contractor.

3. **TAXES:**

Proposals shall include and the Contractor shall pay all federal, state and local taxes, including excise tax, sales and use taxes, and all other taxes applicable to this project, levied by public authorities having jurisdiction. If requested by the Owner, the Contractor shall furnish to the Owner satisfactory evidence of payment of all taxes prior to final payment.

4. **EXPLOSIVES:**

No explosives shall be used.

5. **SALVAGE:**

The salvage value of items noted to be removed shall be included in the general Contractor's base bid and he shall assume ownership and shall be responsible for removal of all said items.

6. **NOTICE TO PROCEED:**

After the signing of the contract between the Owner and the Contractor, the Owner or the Consultant will issue a written Notice to Proceed. The Contractor shall not commence work on the project until the written Notice To Proceed has been issued. However, all long lead materials required for construction shall be ordered by the Contractor immediately after signing of the contract. The Contractor shall not wait for the written Notice to Proceed to order materials necessary for the completion of the project.

7. **SCHEDULE OF VALUES OF THE WORK:**

Within five (5) calendar days after the signing of the contract, the Contractor shall submit on forms approved by the Consultant, a detailed schedule of values of the work included in the contract.

The Contractor shall be paid monthly on the basis of the approved Schedule of Values of the Work for the work completed in accordance with and subject to limitations to the Contractor, provided all requirements of the contract have been and are being complied with. However, no payment can be made until the detailed schedule has been approved by the Consultant.

8. **PROGRESS SCHEDULE:**

Within five (5) days after the signing of the contract, the Contractor shall submit a detailed construction progress schedule in a form acceptable to the Consultant. During the course of construction, each prime Contractor shall revise his progress schedule upon request of the Consultant. The schedule shall indicate the anticipated progress of all phases of the project by trade and illustrate how the project will be completed within the time frame allotted.

9. **ARRANGEMENT OF THE SPECIFICATIONS:**

The Contractor is advised that the arrangement of the technical sections of the specifications is furnished for his convenience only. The allocations of items of work between his Subcontractors is entirely the responsibility of the Contractor. The Consultant will assume no responsibility for resolution of jurisdictional disputes.

10. **APPORTIONMENT OF THE WORK:**

The Contractor shall classify and apportion the fabricating and furnishing of materials and the performance of labor to his various trades in accordance with local customs and jurisdictional practices regardless of the classifications appearing in the specifications. Should questions arise relative to which trade is to provide certain materials and perform certain labor, the Contractor shall decide such questions and be responsible for producing a complete job for the cost stipulated in the contract.

11. **LIABILITY:**

The Owner shall assume no responsibility for any loss or damage of materials, equipment, tools or other items used in construction, and which may become part of the project. The Contractor shall have full responsibility for such losses or damages whether or not progress payments have been made by the Owner to the Contractor. Any damages shall be repaired to the original condition at the Contractor's expense.

12. **DAMAGE TO PROPERTY:**

Should any direct damage be done to any public or private property of any kind or to any structure, materials, equipment or fixtures, resulting from any act or omission on the part of the Contractor, his Subcontractors or employees or agents, the Contractor shall, at his own cost and expense, restore the same equal to it's conditions before the said damage was done, by repairing, replacing, rebuilding as may be required by the Owner, or shall make good such damage in a manner satisfactory to the Owner of the building, the Consultant, or the Owner of the damaged property.

13. **WARRANTY:**

Supplementing any specific guarantees or warranties provided for in any other provision of this contract or in the technical specifications for the work to be performed hereunder, the Contractor agrees to remedy without cost to the Owner, any defect which may develop within one (1) year from the date of completion and acceptance of the work performed under this contract, or damage which may be caused by such defects, which in the judgment of the Consultant, are caused by inferior materials and workmanship.

14. **STANDARD OF QUALITY:**

The various materials and products specified in the specifications by reference, name or description are given to establish a standard of quality and of cost. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe a material or product as the absolute minimum standard that is desired and acceptable. A material or product of lesser quality would not be acceptable. Where proprietary names are used, whether or not followed by the words, "or as approved equal", they shall be subject to equals only as approved by the Consultant in accordance with Paragraph 15 of these Special Conditions.

15. **SUBSTITUTIONS OF MATERIALS:**

Bidders wishing to obtain approval on items other than those specified by name, shall submit their request, including all material and items required by the Consultant with descriptions, to the Consultant not less than ten (10) days before the bid opening, provided that such request is in accordance with the terms and conditions of the Contract Document.

Approval by the Consultant will be in the form of an addendum to the specifications issued to all prospective bidders indicating that the additional brand or brands are approved as equal to those specified so far as the requirements of the project are concerned. If the bidders do not elect to obtain prior approval during the time specified, they have thereby evidenced their intention to provide all those articles and brand names stated in the specifications.

16. **WORK REQUIRED DURING NIGHTS, WEEKENDS AND HOLIDAYS:**

The Contractor shall schedule his work in a manner that assures completion of the project within the time frame specified. If necessary to achieve 100% completion of the project by the agreed upon construction completion date, the Contractor shall work during nights, weekends and holidays.

17. **PROTECTION:**

During the life of this contract, the Contractor shall provide adequate protection for the site and building, and the public, wherever work under this contract is required. If, as determined by the Owner, material, equipment, supplies, and work performed are not adequately protected by the Contractor, such property may be protected by the Owner and the cost thereof may be charged to the Contractor or deducted from any payments due him.

18. **JOB CONFERENCES:**

Meetings of the Contractor(s) and representatives of the various trades, and separate Subcontractors, will be held at the site as directed by the Consultant, for the purpose of furthering the progress of the work. The Contractor and the appropriate Subcontractors shall either be present or be represented at such meetings; it shall be understood and agreed that the Owner and the Consultant, in dealing with Contractor's representatives, do so with full assurance that such representatives' actions and commitments may be accepted the same as though the Contractor were present himself and personally made such agreements or commitments. The Consultant will advise all concerned of the schedule of all conferences.

19. **RELEASE OF LIENS:**

The Contractor shall provide a Release of Liens prior to final payment in a form satisfactory to the Owner.

20. **SAFETY DURING CONSTRUCTION:**

- a) The Contractor shall enforce suitable rules and provide the required guards and protective devices for the safe execution of the work and for the safety and health of the men employed on it and the public in general, both inside and outside the limits of the contract. The Occupational Safety and Health Act shall be strictly observed by the Contractor. Job site safety is the responsibility of the Contractor.
- b) All prime Contractors and all Subcontractors shall immediately report all accidents such as injuries, or health hazards, in writing, to the Owner and Consultant, or their designated representatives.

21. **AIR MONITORING:**

All air monitoring tests required by the Contract Documents shall be furnished and paid for by the Owner. All costs for OSHA required monitoring shall be borne by the Contractor.

22. **REMOVALS OF RUBBISH AND WASTE MATERIALS:**

Continuously as the work progresses during the performance of the contract, the Contractor shall clean up and remove from the building and away from Owner's premises, all rubbish, debris, and waste materials resulting from their operations.

23. **MOVING MATERIALS, EQUIPMENT, MECHANICAL, ELECTRICAL INSTALLATIONS, ETC.:**

If it becomes necessary at any time during the execution of the work to move materials or equipment to facilitate the work, the Contractor shall move them or cause them to be moved and/or reinstalled without additional charge.

24. **SCAFFOLDS, LADDERS, RUNS, AND HOISTS:**

The Contractor shall construct and maintain such temporary scaffolds, ladders, runs, hoists, centering, shoring, and other facilities as required to construct the work under the contract.

25. **TEMPORARY CLOSURES:**

- a) If directed by the Owner, the Contractor shall furnish and install weathertight temporary closure at all openings in exterior walls and roofs including door, louver and window openings during cold and inclement weather, as required for construction and interior finished installation, and for the maintenance of a specified inside temperature.

- b) It shall be understood that openings in interior walls shall also mean and include floor-to-floor openings, openings in the roof and any opening in the perimeter of the building.

26. **OPERATIONS AND STORAGE AREAS:**

All operations of the Contractor (including storage of materials) shall be confined to areas authorized or approved by the Owner. No unauthorized or unwarranted entry upon, passage through, or storage or disposal of material shall be made upon any area not so authorized or approved. The Contractor responsible shall be liable for any and all damage caused by him in such areas.

27. **TEMPORARY BARRICADES:**

The Contractor shall furnish and install temporary barricades as necessary to protect workmen and pedestrians from injury due to work accomplished at the project site.

28. **EXPERIENCE OF WORKMEN:**

The Contractor shall employ only experienced workmen, including the workmen of his own forces and the workmen of his Subcontractors' forces. The term experienced shall mean that the workmen shall have an experience record of at least one year in a trade, performing primarily the specific function they will perform on this subject. Upon request of the Consultant, at any time before or after award of the contract, the Contractor shall submit any information requested to demonstrate the experience of any workman scheduled to perform work on this project.

The term workman (workmen) does not include apprentices. Apprentices may perform work tasks on this project only under the direct supervision of a workman as defined herein. The term workmen as used herein includes men and women experienced as journeymen or mechanics in their trade.

29. **AGREEMENT FORM:**

- a) The Owner shall prepare an agreement consistent with the terms of the Contract Documents.
- b) The Agreement shall be executed by the Owner and the Contractor in accordance with the terms of the General Conditions.

30. **BUILDING PERMITS AND CODES:**

- a) The Contractor shall be required to comply with all federal, state and local building codes and requirements applicable to the work of this project.

- b) Each prime Contractor shall acquire and pay for all building permits and notifications required by all government bodies and agencies having jurisdiction over the location of this project.

31. **CONTRACTOR'S INSURANCE:**

- a) The Contractor shall submit certificates or other documentary evidence to the Owner and Consultant for approval, covering public liability and property damage insurance as well as any other insurance required by the Contract Documents. The Owner and Consultant shall be named as additionally insured by each of the Contractor's insurance carriers.
- b) The Contractor shall not commence work under this contract until he has obtained, at his expense, all insurance required under this paragraph and such insurance has been approved by the Owner; nor shall the Contractor allow any Subcontractor to commence work in his subcontract until all similar insurance requirements of the Subcontractor have been so obtained and approved.

1. **COMPENSATION INSURANCE:** In addition to the requirements above, the Contractor shall provide Workmen's Compensation Insurance for all his employees at the site of the project. The Contractor shall require his Subcontractors similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the Contractor's policy.

2. **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** The Contractor shall take out and maintain at his own expense during the life of this contract, such public liability and property damage insurance as shall insure him and any Subcontractor performing work covered by this contract against claims for damages for personal injury, including accidental death, as well as claims for property damages including damage to or loss of property of the Owner and all of its partners, officers, agents, employees, and consultants, which may arise from operations be by himself or any Subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows: Public or General Liability Insurance in an amount not less than ten million dollars, (\$10,000,000.00) for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount of not less than ten million dollars (\$10,000,000.00) on account of one accident and Property Damage Insurance in an amount of not less than ten million dollars (\$10,000,000.00). Special hazards for the contract shall be covered by rider or riders to the policy or policies required herein or by separate policies of insurance in amounts as follows:

Asbestos Removal Liability - Ten million dollars (\$10,000,000.00). Occurrence type insurance shall be required.

The Property Damage Insurance shall specifically cover any damages suffered by the Owner and Consultant, as well as the public in general.

3. **AUTOMOBILE AND TRUCK INSURANCE:** In an amount not less than ten million (\$10,000,000.00) for injuries and or wrongful death to any one person and subject to the same limit for each person, in an amount not less than ten million dollars (\$10,000,000.00) on account of one accident and Property Damage Insurance in an amount not less than two hundred fifty thousand dollars (\$250,000.00).
4. **COMPREHENSIVE GENERAL LIABILITY:** The Contractor shall provide such insurance as Premises Operations (including incidental contracts), Completed Operations/Products and Blanket Contractual (\$10,000,000.00) ten million dollars.

32. **CASH ALLOWANCES:**

- a) The Drawings and Specifications indicate the standard of quality of materials and work required. The Contractor shall verify dimensions and conditions at the site prior to submitting his bid to determine exact quantities of labor and materials and adjustments to details and conditions necessary to complete the purpose and intention of the project.
- b) All labor and materials reasonably inferred by the specifications shall be completed by the Contractor for the fixed price stated in his bid. No CASH ALLOWANCES shall be accepted for any item of labor, material or equipment.

33. **ASSIGNMENT OF THE CONTRACT:**

The Contractor shall not assign or transfer the contract, or transfer in whole or in part any rights or privileges which may accrue under the terms of the contract, or to assign any money which may become due under the contract, without the written consent of the Owner.

34. **TEMPORARY SERVICES:**

The Contractor may utilize water and electricity at the project site which shall be made available by the Owner from existing connection points. The Contractor shall be responsible for distribution of services to work areas on the project site, in accordance with prevailing codes and local requirements. Temporary services shall be maintained by the Contractor and shall be secured at the end of each work day.

35. **INDEMNIFICATION:**

35.1 Contractor shall, with respect to its obligations under this Contract, save, indemnify and hold World Wide Holdings Corporation, Lions Head 110 Development LLC, Environmental Monitoring & Consulting Associates and their respective directors, officers, employees, agents, consultants and tenants harmless from and against each and all of the following:

1. Any claim, liability, loss, damage, cost, expense, including reasonable attorney's fees, award, fine or judgment arising by reason of the death or bodily injury to person, injury to property, or any other loss, damage, expense or liability resulting from or arising out of the performance of the work.
2. Any and all liens and charges of every type, nature, kind or description which may at any time be filed or claimed against the project, or any portion thereof, or the building of which the project is a part, as a consequence, direct or indirect, of acts or omissions of Contractor, Contractor's agents, servants, employees, Sub-contractors, Sub-subcontractors or anyone directly or indirectly employed or engaged by any of them or anyone for whose acts any of them may be liable.
3. Any and all claims, liabilities, losses, costs, damages, expenses, awards, fines or judgments, including attorney's fees, sustained by World Wide Holdings Corporation, Lions Head 110 Development LLC, Environmental Monitoring & Consulting Associates or any of their respective directors, officers, employees, agents, consultants and tenants, on account of or through the use of the project, or any portion thereof, by Contractor, or by any other person whomsoever at the invitation, express or implied, of Contractor, or by permission of Contractor or arising out of or indirectly or directly resulting from the performance of this Contract by Contractor.
4. Any liability, loss, cost, damage or expense, including attorney's fees, arising out of or in connection with the failure of (i) Contractor to pay, as provided in the Contract, or cause to pay, any Subcontractor, Sub-subcontractor, material man, supplier, or any other person with whom Contractor contracted, or who is employed or engaged, directly or indirectly, by Contractor or (ii) any other claim by or any acts or omissions of any employee of Contractor, any Subcontractor, or Sub-subcontractor, or any other person engaged in connection with the work.

35.2 Owner shall have the right, at its option, upon notice to Contractor, to employ such counsel as Owner deems necessary to represent Owner in connection with any liability hereunder, (and Environmental Monitoring & Consulting Associates shall have the right, at its option, upon notice to Contractor to employ its own counsel to represent it) and all fees and expenses of such counsel shall be the sole responsibility of Contractor.

- 35.3 The obligations set forth in this Paragraph 35 shall specifically include, but shall not be limited to, all claims, damages, losses and expense (including but not limited to attorney's fees) directly or indirectly arising or alleged to arise under any scaffolding, structural work or safe place law or any other law with respect to the protection of adjacent landowners.
- 35.4 In any and all claims against World Wide Holdings Corporation, Lions Head 110 Development LLC, Environmental Monitoring & Consulting Associates or any of their respective directors, officers, employees, agents, consultants or tenants by Contractor or by any employee of Contractor, any Subcontractor, anyone directly or indirectly employed or engaged by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 35 shall not be limited in any way by any limitation on the amount or type of damages, compensation, benefits or proceeds payable by, for, or to Contractor or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts or under any insurance policies.
- 35.5 The indemnity obligation contained in this Paragraph 35 is in addition to and shall in no way limit any other indemnity obligation set forth in any other Paragraphs of this Contract nor shall it deprive World Wide Holdings Corporation, Lions Head 110 Development LLC, Environmental Monitoring & Consulting Associates or any of their respective directors, officers, employees, agents, consultants or tenants of any other action, right or remedy otherwise available to World Wide Holdings Corporation, Lions Head 110 Development LLC, Environmental Monitoring & Consulting Associates or any of their respective directors, officers, employees, agents, consultants or tenants.
- 35.6 The provisions of this Paragraph 35 shall survive the termination or expiration of the Contract.

36. **INTERPRETATION:**

The Contractor fully understands and agrees that Environmental Monitoring & Consulting Associates or its representative shall decide as to the meaning and applicability of any part of the Contract Documents, and the Contractor agrees that their decision shall be binding and final, without limitation upon the Contractor and all of his subcontractors.

37. **PAYMENT:**

Contractor shall submit invoices on forms approved by the Consultant, on a monthly basis, for work performed. The invoices shall be submitted in triplicate for the Consultant to review. The Consultant shall make recommendations to the Owner and the Owner shall make payment to the Contractor based upon the Consultant's recommendations. All progress payments made to the Contractor shall be less a 10% retainage. The retainage shall be paid to the Contractor with the final payment.

FORM OF PROPOSAL

PROPOSAL OF _____

PROPOSAL FOR SITE DECONTAMINATION AND DISPOSAL OF ASBESTOS
CONTAMINATED MATERIALS FROM 110 CHURCH STREET, NEW YORK, NEW
YORK:

TO: Mr. Michael Riegler
Lions Head 110 Development L.L.C.
150 East 58th Street
New York, New York 10155

Gentlemen:

Having carefully read and examined the Specifications titled Site Decontamination And
Disposal of Asbestos Contaminated Materials from 110 Church Street, New York, New York,
and having inspected the premises and conditions affecting the work, the Undersigned proposes
to furnish everything called for by, and in accordance with, the said documents, for the sum of:

Base Bid - For the site decontamination and disposal of asbestos contaminated materials
from 110 Church Street in full conformance with the Contract Documents:

_____ Dollars
(\$ _____) LUMP SUM

UNIT COSTS

Electrical

Regular Shift	\$ _____
Overtime Shift	\$ _____
Hourly Overtime	\$ _____

Signature Of Bidder

Plumbing

Regular Shift \$ _____

Overtime Shift \$ _____

Hourly Overtime \$ _____

Elevators

Regular Shift \$ _____

Overtime Shift \$ _____

Hourly Overtime \$ _____

If notified of the acceptance of this proposal within five (5) days of the time set for the opening of bids, the Undersigned agrees to execute a contract for the above work, for the above stated compensation.

Bidder acknowledges receipt of the following addenda:

Addendum Number

Date of Addendum

Signature Of Bidder

If awarded the contract, the Undersigned agrees to entirely complete all work covered by this proposal within the time frame listed in the Scope of Work.

PROPOSAL OF _____

FOR SITE DECONTAMINATION AND DISPOSAL OF ASBESTOS CONTAMINATED MATERIALS AT 110 CHURCH STREET, NEW YORK, NEW YORK:

DATED: _____

SIGNED: (All signatures are to be in longhand)

SIGNATURE OF BIDDER: _____

BY: _____

TITLE: _____

ADDRESS OF BIDDER: _____

If a corporation, state below the name and business address of the corporation:

Incorporated under the laws of the State of: _____

and state below the names and addresses of officers:

PRESIDENT: _____

SECRETARY: _____

TREASURER: _____

The following Subcontractors are included in the Lump Sum Bid:

List the name and address of each Subcontractor. The Contractor is obligated to engage the listed Subcontractor on the Project. Subcontractors are subject to the approval of the Owner, who may require substitutions. All Subcontractors will be required to submit Certificates of Insurance in accordance with this specification.

 Signature Of Bidder

NAMES, ADDRESSES AND LICENSE NO. OF SUBCONTRACTORS

Electrical Subcontractor

Name: _____

Plumbing Subcontractor

Name: _____

Elevator Subcontractor

Name: _____

Hauling Subcontractor

Name: _____

Asbestos Waste Site

Name: _____

Other Subcontractors

1. Name: _____

2. Name: _____

3. Name: _____

Contractor _____

By _____

Address _____

Phone _____

License No. _____

Signature Of Bidder

APPENDIX A

**NYC DEP MEMORANDUM
(SEPTEMBER 14, 2001)**

**110 CHURCH STREET
NEW YORK, NEW YORK**



**Department of
Environmental
Protection**

59-17 Junction Boulevard
Corona, New York
11365-5107

**John A. Miele Sr., P.E.
Commissioner**

**Robert C. Avaltroni
Deputy Commissioner**
Bureau of
Environmental Compliance
Tel: (718) 595-4418
Fax: (718) 595-4422

To: Building Owners

From: R. Radhakrishnan, P.E.

Date: September 14, 2001

Subject: Clean-up of Asbestos-containing Material

Building owners or their representatives instituting clean-up activities of areas affected by the World Trade Center attack should follow these procedures:

1. Minimal dust accumulations (light coating) can be cleaned using wet methods and/or vacuums equipped with HEPA filters.
2. HVAC-system filters should be replaced prior to re-occupancy.
3. Accumulations of dust that include pieces of debris must be sampled by a NYC- DEP certified investigator or NYS- DOL inspector to determine whether the material is asbestos-containing material (ACM) or it may be assumed to be ACM. Wipe sampling and/or micro-vacuum sampling are not recognized methods for asbestos sampling and should not be used. Bulk sample analysis (PLM) must be performed by laboratories with ELAP accreditation.
4. Only individuals certified by the NYC-DEP as asbestos handlers can handle dust and debris accumulations identified to be ACM or asbestos-contaminated objects. ACM is any material containing more than one percent asbestos. All work shall be performed in accordance with Title 15, Chapter 1 of the Rules of the City of New York.
5. Emergency telephone notification must be provided to the Department. The telephone notification must include the name affiliation, and telephone number of the caller; the exact location including street address, floor, and surface types to be cleaned; the name, address, and telephone number of the NYS DOL licensed asbestos contractor handling the material; and the starting date. The Asbestos and Lead Control Program (ALCP) may be reached via (718) DEP-HELP (24 hrs/7days).
6. A scope-of-work including the information outlined in number 3 above and the procedures to be employed should be faxed to the ALCP at fax number (718) 595-3744 or (718) 595-3648. The Department will review plans, provide assistance, and offer recommendations. Our staff will be available to answer your questions from 8:00 a.m. to 8:00 p.m. seven days per week. A field office has been set up to expedite on-site assistance if necessary.
7. Remote showering units shall be acceptable. The area where the installation is proposed shall be pre-cleaned using wet wiping and/or HEPA vacuuming procedures. The location of the unit shall be specified in the scope of work.



submitted to the DEP. The unit should be set up so as to avoid tracking of materials into already cleaned areas.

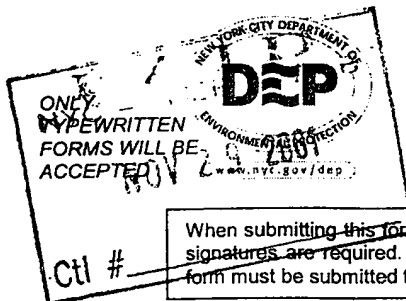
8. Isolation barriers shall be installed between unaffected areas and areas to be cleaned.

9. A third party, who is independent of the asbestos abatement contractor, must perform air sampling and analysis. Any person(s) who conducts sampling must possess a valid NYS Asbestos Project Air Sampling Technician Certificate. Air sampling must be performed in accordance with the requirements set forth in Title 15, Chapter 1 of the Rules of the City of New York.

10. An "Asbestos Inspection Report" form, ACP 7, shall be submitted directly to the DEP within one-week. The ACP 7 must list the emergency clean up quantities in item 30.

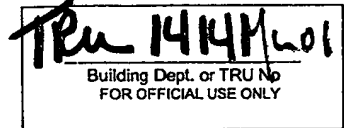
11. Please note, the disturbance/ removal of in place material in the work place is not permitted during clean-up activities unless the Department specifically determines the need to abate damaged in place as part of the clean up. The emergency phase of the project must be completed prior to in place ACM abatement.

If you have any questions or require clarification, please do not hesitate to call the Department at (718) DEP-HELP (24 hrs/7days).



NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Corona, NY 11368-5107

ASBESTOS PROJECT NOTIFICATION
(ASBESTOS INSPECTION REPORT)



1. \$1200
(See fee schedule)

When submitting this form at the NYC Department of Buildings, the original form and three (3) copies with original signatures are required. Submittal at the NYCDEP requires one copy of the form with original signatures. This form must be submitted to the NYCDEP not less than one week in advance of the start of abatement activities.

EMERGENCY

I. FACILITY

2. Address 110 Church Street Borough Manhattan Zip 10007
AKA _____ 3. Block 126 4. Lot 2
5. Type of Facility Vacant Commercial Bldg. 6. Name of Building _____

II. BUILDING OWNER

7. Name Lions Head 110 Development LLC c/o Worldwide Holdings Inc. 8. Contact Person Michael Riegler
9. Tel. # (212) 948-6200 Fax # (212) 486-4665
10. Address 150 East 58th Street City New York State NY Zip 10155

III. GENERAL CONTRACTOR

11. Name _____ Tel. # _____

IV. ASBESTOS ABATEMENT CONTRACTOR

12. Name Pinnacle Environmental Corp 13. Contact Person Robert Ryan
14. Federal Employer ID. # PII 15. Tel. # (718) 397-9292 Fax # (718) 397-1472
16. Address 64-54 Maurice Avenue City Maspeth State NY Zip 11378

V. THIRD PARTY AIR MONITOR

17. Name Environmental Monitoring & Consulting Assoc 18. Contact Person George Russell
19. Federal Employer ID. # PII 20. Tel. # (732) 249-3005 Fax # (732) 249-3384
21. Address PO Box 872 City Sommerville State NJ Zip 08876
22. Sample Analysis Laboratory EM&CA 23. NYS DOH ELAP # 11058-01

VI. PROJECT INFORMATION

24. Starting date for this portion of work 11/27/01 Projected completion date 1/31/02

Asbestos work schedule ☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday ☒ Friday ☐ Saturday ☐ Sunday

Shift from: 7.00 ☒ am ☐ pm to 5.30 ☐ am ☒ pm

If other,
specify _____

Access to inspect the premises must be provided during the work schedule indicated in this item.

25. Total amount of asbestos-containing material to be abated during this work
622,702 Square Feet, and/or 0 Linear Feet



ACP 7
2/2001

APPENDIX B

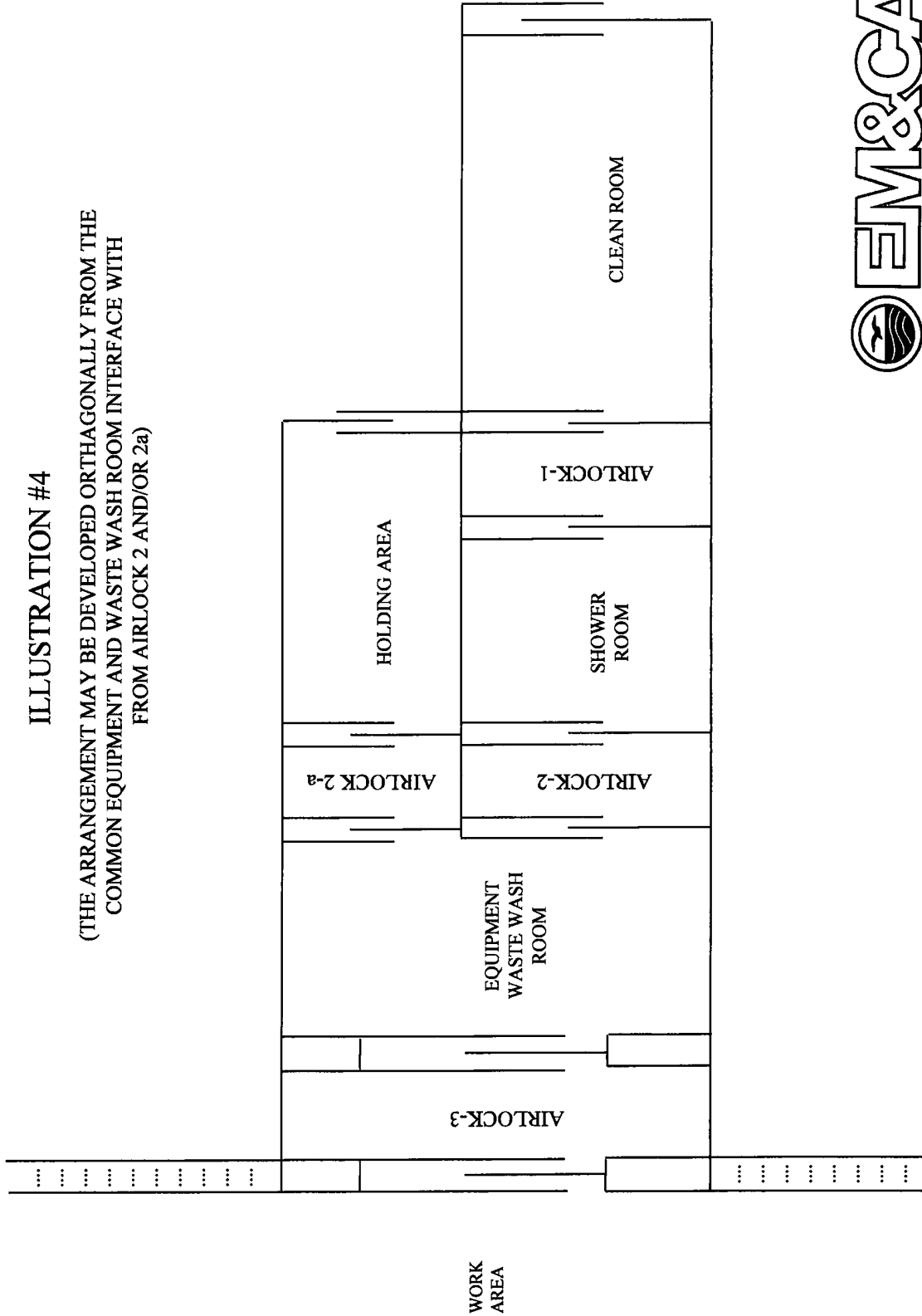
AR-24

**110 CHURCH STREET
NEW YORK, NEW YORK**

LARGE ASBESTOS PROJECT
(SMALL ASBESTOS PROJECT OPTION)
PARALLEL WORKER AND WASTE DECONTAMINATION ENCLOSURE SYSTEMS

ILLUSTRATION #4

(THE ARRANGEMENT MAY BE DEVELOPED ORTHOGONALLY FROM THE
COMMON EQUIPMENT AND WASTE WASH ROOM INTERFACE WITH
FROM AIRLOCK 2 AND/OR 2a)



AR-24