

(3) weeks. At least one asbestos supervisor shall be present per work area during the duration of the clean-up activities. Work shall be performed 24 hours per day, seven (7) days per week.

- (5) Personal protective equipment including disposable clothing, gloves, and respirators shall be worn during this clean-up activity.
- (6) Warning signs shall be posted at the approach to each work area.
- (7) A separate worker and waste decontamination enclosure system in compliance with Title 15, Chapter 1 of the RCNY shall be installed at the entrance to each work area. Each work area shall entail isolating three floors at 125 Cedar Street simultaneously. More than one work area may be established. Work shall proceed from the penthouse down to the first floor. The use of a remote decontamination enclosure system installed on the second floor for use at each work area (except first floor and basement) may be acceptable. Prior approval must be received from the NYC DEP for decontamination enclosure system placement and phasing of clean-up activities.
- (8) An entry/exit log in compliance with the requirements set forth in Title 15, Chapter 1 of the RCNY shall be maintained in the clean room. The site supervisor shall maintain an activity log.
- (9) Initially, the interior of the elevator shaft, including the top of the elevator car and the elevator pit, shall be HEPA vacuumed and wet wiped to allow for the use of the elevator during the clean up. Once the clean up throughout the building is complete, the elevator shaft, including the top of the elevator car and the elevator pit, shall be re-cleaned prior to clearance air monitoring.
- (10) Isolation barrier locations (i.e.: wall or ceiling penetrations, windows, vents, doors, etc.) shall be HEPA vacuumed and wet wiped prior to installing two-layers of 6-mil polyethylene sheeting and sealed with tape. Terraces, window wells, and window guards that are accessible from the interior shall be cleaned.
- (11) Negative pressure ventilation equipment shall be installed and operated continuously 24 hours per day during all clean-up activities. Equipment shall run continuously until clearance air monitoring. A minimum of one air change every 15 minutes shall be provided. When ducting to the outside is not possible, a second negative air unit compatible with the primary unit may be connected in series.
- (12) A staging area shall be established within each unit. The area shall be cleaned (wet-wiped and HEPA vacuumed) and covered with a layer of 6-mil polyethylene sheeting. The staging area shall be used for cleaning the surfaces of moveable items.
- (13) All debris and/or dust shall be misted and double bagged. Accumulation of water is prohibited. Water misting shall be sufficient to wet the material without water accumulations. Caution shall be taken to avoid wetting items that may be damaged by wet methods. An encapsulating agent shall not be applied. Once all surfaces have been wet wiped and HEPA vacuumed a second cleaning shall be performed. Surfaces include but are not limited to walls, floors, ceilings, ledges, windowsills, trims, appliances, equipment, personal items, and furnishings.

- (14) Surfaces that may not be wet wiped shall be HEPA vacuumed three times or disposed as ACM waste. Disposal of material may not occur without prior authorization by the building owner and/or tenant, as applicable. Items identified by tenants for cleaning that cannot be cleaned shall be immediately brought to the attention of NYC DEP. NYC DEP will contact the tenant or tenant representative to resolve the issue. Any agreement to dispose the item(s) must be received in writing from the tenant.

- (15) The substrate beneath buckled floors shall be exposed by the contractor and cleaned (authorization from owner shall be obtained). Removed flooring shall be wrapped in two-layers of polyethylene sheeting, sealed with tape, and appropriately labeled. The contractor shall not be responsible for replacement of the floor.

- (16) Tenants and/or owner, as applicable, have identified items to be cleaned. Tenants have tagged all items that must be cleaned. The contractor shall dispose untagged items unless otherwise indicated in this scope of work. Special conditions or handling instructions may also be specified within units. These include items/locations not to be incorporated in this scope of work. Tenants shall provide written notice of special instructions and items not to be handled with their authorizations.
 - a) Certain items, including but not limited to, TV's, VCR's, microwave ovens, washing machines, dryers, CD players, cameras, DVD players, toasters, fin radiators, upholstery, carpeting, etc., are to be cleaned via wet wiping and/or HEPA vacuuming techniques. Compressed dry air (low pressure) shall be used to blow debris/dust from openings/crevices in the equipment. HEPA vacuuming must be preformed in conjunction with this procedure. Care must be taken not to damage the items. It may not be possible to thoroughly clean these items. Tenants and/or owner have identified items for cleaning with tags. Tenants and/or owner, as applicable, shall make the final decision on cleaning or disposal (see item 14).

 - b) Items for disposal shall be double-wrapped in 6-mil polyethylene sheeting and labeled as ACM waste or bagged in labeled ACM waste bags. The cleaning of items to be disposed is not required.

 - c) Built-in items; i.e. dressers, window boxes, perimeter ventilation unit covers, bookshelves, etc. shall be wet wiped and HEPA vacuumed. The contractor shall be responsible for moving built in items that may impede access to surfaces that require clean up. However, the cleaning contractor is not responsible for the reinstallation of said items or any damage related to the removal of built-in items. Care shall be taken not to damage the items whenever possible.

 - d) Kitchen stoves, dishwashers, and refrigerators shall be wet wiped and HEPA vacuumed. After the cleaning procedures, the project monitor shall evaluate the stoves to determine proper disposal methodology. The contractor shall be responsible for the removal and disposal of all appliances as necessary.

- e) Books, record albums, videotapes, paperwork, and documents shall be removed and disposed unless identified for cleaning. A HEPA vacuum with a soft brush attachment shall be used for cleaning these items.
- (17) All equipment used for cleaning activities shall be vacuumed and/or wet wiped prior to removal from the work area.
- (18) The project monitor shall perform a thorough visual inspection to verify the absence of visual dust accumulations. Additional clean-up procedures shall be performed where visible dust is observed.
- (19) Upon successful visual inspection, the work area shall be isolated from the remainder of the work site pending clearance air monitoring. Clearance air monitoring shall be performed after completion of all clean up activities at the work site.
- (20) The Air Sampling Technician shall perform air sampling after the area is free of dust accumulations as determined by the Project Monitor. The apartment will be re-cleaned and retested if the air monitoring clearance criteria are not achieved. The clearance air monitoring criteria have been established by the USEPA for this clean up activity (WTC vicinity). The monitoring contractor shall also collect wipe samples for metals. Refer to the monitoring specification for additional information.
- (21) After successful clearance air monitoring, isolation barriers shall be removed in accordance with the applicable requirements of Title 15, Chapter 1 of the RCNY.
- (22) The cleaning contractor is not responsible for damage or loss caused by the acts of parties not involved with the cleanup. Tenant shall be responsible for the removal of any valuables. If such removal is not feasible, the tenant shall notify the Project Monitor in writing (including original receipt, formal appraisal, or estimated value) as to the location, description and value of said item.
- (23) Disposal of all waste generated during the cleaning shall be the responsibility of the contractor. All waste generated shall be treated as asbestos-containing material (ACM) unless otherwise indicated herein. Transportation and disposal of generated waste shall be in compliance with all applicable rules and regulations.
- (24) All work shall be in compliance with all other applicable requirements of Title 15, Chapter 1 of the RCNY.
- (25) Visible mold has been verified in apartments 6N, 5N, 4N, 3N and 2N. The contractor shall cut and remove all portions of sheet rock with the presence of mold. The abatement contractor shall not be responsible for repair or replacement of removed sheet rock. For other surfaces, the cleaning contractor shall perform necessary remediation with additional guidance from NYC DEP and NYC DOH. Staff experienced in mold remediation is required. The contractor may subcontract this portion of the work.

- (26) The following table contains special conditions and handling instructions for items in specific units. Items not specifically referenced in this table shall be cleaned in accordance with the procedures specified in this scope of work.

Unit No.	Action Item / Notables
House P11	• <u>Built-in air conditioning unit to be evaluated by the project monitor to determine proper cleaning or disposal methods.</u> • The wood burning stove is to be cleaned by wet wiping and HEPA vacuuming. Compressed dry air (low pressure) shall be used to blow debris/dust from openings/crevices. HEPA vacuuming must be performed in conjunction with this procedure. The chimney shall be cleaned to the exhaust point. • The wooden chest is bolted in place; it can be unbolted for cleaning. • <u>Wooden decking shall be cleaned after consultation with tenant.</u>
	• Wall-mounted carpeting shall be cleaned in accordance with the carpet procedures specified herein.
	• Interior of chimney flue leading to the roof shall be cleaned. • Living room walls shall not be wet wiped. • <u>Bureau shall be cleaned after consultation with tenant.</u> • Painting behind bed shall not be handled.
	• The crawlspace located in the bathroom shall be cleaned. If demolition is required to access this crawlspace, the contractor shall provide the demolition. The contractor is not responsible for floor replacement. • An isolation barrier shall be installed over the closet with boxes. Boxes shall not be handled or cleaned.
	• North column wall to be removed. • <u>Stored moldings shall be cleaned after consultation with tenant.</u>
	• The jukebox shall be cleaned. Compressed dry air (low pressure) shall be used to blow debris/dust from openings/crevices in these items. HEPA vacuuming must be performed in conjunction with this procedure. Care must be taken not to damage the items.
	• <u>The fire bricks shall be hepa vacuumed</u>
	• <u>The piano shall be cleaned.</u> Compressed dry air (low pressure) shall be used to blow debris/dust from openings/crevices. HEPA vacuuming must be performed in conjunction with this procedure. Care must be taken not to damage the piano. This procedure shall be repeated until the piano is appropriately clean as determined by the project monitor. • Radiator covers shall be removed and discarded.
	• Knitting machines shall be cleaned. Yarn on the machine shall be disposed. Compressed dry air (low pressure) shall be used to blow debris/dust from openings/crevices. HEPA vacuuming must be performed in conjunction with this procedure. Care must be taken not to damage the machines. This procedure shall be repeated until the machines are appropriately clean as determined by the project monitor. • <u>Artwork shall be cleaned after consultation with tenant.</u> • <u>Slides shall be cleaned after consultation with tenant.</u>
	• The painting shall be covered without cleaning it.

Unit No.	Action Item/Notables
Lobby (Restaurant)	• Suspended ceiling tiles and ductwork to be removed and disposed. • Stove exhaust duct to be cleaned and left in place • Remove all hung ceiling supports and tiles, and dispose • Demolish rigid ceilings and dispose • Demolish ceiling mounted air-handler(s) and dispose • Remove and demolish all associated sheet metal and flex-duct, including thermal insulation Two (2) kitchen exhaust hood systems were also present in the restaurant. A thorough cleaning of these systems would restore them to a useable condition. Traditional kitchen exhaust hood cleaning practices as prescribed by the International Kitchen Exhaust Cleaning Association (IKECA) could be used for this purpose.

(27) Time sheets shall be submitted to NYC DEP on a weekly basis.

(28) At the completion of work a final report shall be submitted to NYC DEP. The final report shall include copies of the daily logs (activities and entry/exit logs), waste manifests, etc.

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<u>Reference</u>	<u>Item</u>	<u>Requirements</u>
Section 28 of Information for Bidders	Bid Deposit or	<u>N/AP</u> % of Bid
	Bid Bond	<u>N/AP</u> % of Bid
Article 4 of Agreement	Period of Performance	<u>90</u> Consecutive Calendar Days
Article 5b of Agreement	Partial Payment	_____ will be allowed
		<u>X</u> will not be allowed
Article 6.1 of Agreement	Performance Bond	<u>N/AP</u> % of Bid
	Payment Bond (Completion/Labor & Material)	<u>N/AP</u> % of Bid
Article 6.3 of Agreement	Liquidated Damages	\$ <u>N/A</u>
Article 6.4 of Agreement	Maintenance and Guaranty Security	<u>N/A</u> % of Contract Price
Article 6.4 of Agreement	Guaranty Period	<u>N/A</u> year(s)
Article 6.5 of Agreement	Retained Percentage	<u>10</u> % of Voucher
Article 12.8 of Agreement	Subcontracting	Not to exceed <u>45</u> % of Bid

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Insurance indicated by (X) will be required under this contract. Insurance certificates, policies, and endorsements must be sent to the New York City Department of Environmental Protection, Agency Chief Contracting Officer, ATTN: Contract Management Office (INSURANCE), 17th Floor, 59-17 Junction Boulevard, Corona, New York 11368.

Article 6 of Agreement	Insurance
(x) Workers Compensation: Section II.B (x) Employers Liability: Section II.D () Jones Act:* Section II.E () U.S. Harbor Workers & Longshoremen's Compensation Act:* Section II.G * As respects use of tugs, barges or other marine operations under this contract.	Statutory per New York State Law without regard to jurisdiction \$ <u>1,000,000</u> each accident
(X) Commercial General Liability CG 00 01 (ed.10/93) or equivalent. Combined Single Limit-Bodily Injury and Property Damage: Section II.A	\$ <u>5,000,000</u> per occurrence: \$ <u>5,000,000</u> products/completed operations aggregate \$ <u>5,000,000</u> personal injury \$ <u>50,000,000</u> general aggregate \$ <u>10,000</u> per claim maximum deductible, except as approved by the CONTRACT MANAGEMENT OFFICE
() Others to be added as additional insureds: Additional insured status using ISO endorsement CG 20 10. Section II A.3	Named Additional Insureds ___ United States of America ___ State of New York _____ _____ _____
(x) Business Auto Coverage: CA 00 01 (ed. 06/92) or equivalent Combined Single Limit - Bodily Injury and Property Damage The following coverage must be provided: () Business Auto Coverage Form: Section II.I	\$ <u>2,000,000</u> Each Occurrence (x) Owned (x) Hired (x) Non-Owned
() Marine Protection and Indemnity, SP-23 or equivalent: Section II.F * # * As respects use of tugs, barges or other marine operations under this contract. # City as insured by endorsement to each relevant policy	\$ _____ per occurrence \$ _____ aggregate per year \$ _____ max deductible

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() Collision Liability/Towers Liability:	II.C	Section	\$ _____ per occurrence \$ _____ aggregate per year \$ _____ max deductible Collision Clauses Lines 158-184 inclusive as respects tugs: Collision Towers Liability Clauses 78-111 inclusive American Institute Tug Form - 2/1/76
[Endorsed to cover dredges and dredging operations.]			
() Ship Repairers Liability:	II.H	Section	\$ _____ American Institute Clauses \$ _____
() Water Quality Syndicate			
() Builders Risk:	II.J	Section	All-Risk/Completed Value \$ _____ % of Total contract amount \$ _____ % of contract store off site \$ _____ % of contract in transit/anyone storage \$ _____ % Property of City and others
() Garage Policy CA 00 05 01/87 Section II & III ¹ (See Form 25) II: Auto & General Liability III: Garage Keeper's Liability			\$ _____ per occurrence \$ _____ per aggregate \$ _____ per location \$ _____ per vehicle maximum deductible, except as approved by the CONTRACT MANAGEMENT OFFICE

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¹Evidence of insurance as described herein shall be provided by the insurer or duly authorized agent of the garage providing maintenance on the vehicle(s) provided to the Department's Contract Management Office. It is the Contractor's responsibility to insure compliance with this provision by the garage.

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In addition, if indicated by an (X), the following hazards must be covered:

() Environmental Impairment Liability insurance Asbestos Liability [Zurich U-ASL-103B (CW)(1-96) or Equivalent] This insurance shall be provided in the name of the contractor, and each subcontractor, performing any operations involving the removal of asbestos materials.	\$ 10,000,000 general aggregate (excl products) \$ 5,000,000 products/completed operations aggregate \$ 5,000,000 each occurrence \$ 10,000 claim maximum deductible, except as approved by the CONTRACT MANAGEMENT OFFICE
() Contractor's Environmental Impairment Liability Insurance [Zurich U-EIL-102-A(CW)(6-92) or Equivalent] This insurance shall be provided in the name of the contractor, and each subcontractor, performing any operations involving the disruption, removal, disposal, or handling of lead or other toxic and/or hazardous materials.	\$ _____ general aggregate (excl products) \$ _____ products/completed operations aggregate \$ _____ each occurrence \$ _____ claim maximum deductible, except as approved by the CONTRACT MANAGEMENT OFFICE

() Other _____

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I. Agreement to Insure

- I. A. The Contractor is required to obtain and to maintain bonds and insurance outlined in Schedule A.
- I. B. The bonds and insurance required for this contract must be on forms acceptable to the Department and offered by insurers and sureties acceptable to the Department. The insurance and bonds for all New York Contractors must be issued by New York authorized carriers, or as approved by this Department's **GENERAL COUNSEL** (see ¶V for address), and in any event must comply with all requirements of New York Law & Regulation, and meet the standards of form set forth herein. Bonds must be in the exact form as provided in the bid and contract documents. Insurance and bonds for non-New York contractors must be through insurers and sureties admitted and authorized in the state of the headquarters of the contractor, have an A.M. best rating of A or better, and meet the standards of form set forth herein. Bonds must be in the exact form as provided in the bid and contract documents. Additionally, all requirements as to form set forth in New York Law and Regulation apply without regard to jurisdiction as to standards of coverage.
- I. C. Where circumstances warrant, the Department may, at its discretion subject to acceptance by the Law Department and/or the Office of the Comptroller, accept letters of credit or custodial accounts in lieu of specific insurance requirements. The letter of credit must be on a form prescribed by the Department and payable at a New York City office of a bank approved by the Department.
- I. D. The Contractor agrees that all insurance contributing to satisfaction of Schedule A insurance requirements shall not be modified, terminated or canceled by the Contractor without the prior written approval of the Department.
- I. E. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to satisfaction of Schedule A requirements, and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the City of New York is an insured under the policy.

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- I. F. Claims made policies will be accepted only for professional liability and such other risks as are authorized by the New York State Insurance Department. All such policies contributing to satisfaction of Schedule A requirements shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period upon cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.

- I. G. The Contractor shall promptly notify its Insurance Carrier and the Department's **GENERAL COUNSEL** within 24 hours of any accident arising in the course of operations under this contract causing bodily injury or property damage and shall cooperate fully with the Department in providing all such records and information as may be requested by the Department's **GENERAL COUNSEL** in anticipation of claims against the City which may arise from the accident. A complete written report of the accident shall be made within five business days.

Notice to the Insurance Carrier by the Contractor of an accident or claim on the site shall constitute notice by the City to the Insurance Carrier.

- I. H. The New York City Department of Environmental Protection shall be named as a releasee in any release executed for any claim arising from this contract, whether or not a claim has been filed against the City as of the date of the release. A copy of the executed release shall be furnished to the Department's **GENERAL COUNSEL** within five business days of execution.

- I. I. The Contractor may apply to the Department's **ACCO** for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

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II. SPECIFIC REQUIREMENTS

**II. A. Commercial General Liability
And Environmental Impairment Liabilities:**

Before commencing work at the site, the Contractor shall procure a commercial general liability insurance policy and an Environmental Impairment Liability policy issued by a New York admitted carrier via the New York admitted market through a New York licensed resident broker in the Contractor's name, naming the City of New York, the State of New York and the United States of America as additional insured [CG 20 26], and endorsed to cover all claims arising out of the operations of the named insured. These insurance policies must be maintained during the life of the contract, and shall protect the City, the State, the United States, the Contractor and its subcontractors performing work at the site from claims for property damage and/or bodily injury which may arise from operations under this contract, whether such operations are performed by the Contractor or anyone directly or indirectly employed by the Contractor.

Two certificates of insurance shall be furnished to the **CONTRACT MANAGEMENT OFFICE**, in a manner acceptable to the Department, together with copies of all endorsements as pertain to the requirements of this contract.

The policy shall contain no exclusions or endorsements which are not acceptable to the City and the Department, and shall be of a form and by an insurance company acceptable to the City and the Department.

1. Notice of Policy shall be addressed to the **CONTRACT MANAGEMENT OFFICE** (see ¶V for address).
2. Notice of Cancellation of Policy: The policy shall not be canceled, terminated, modified, or changed by the Contractor unless the 30- day prior written notice is sent to the **CONTRACT MANAGEMENT OFFICE**.
3. **Additional insureds, if any, shall be as indicated on Schedule A.**

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- II. B. Workers Compensation Insurance: **Prior to the execution of this contract**, the Contractor shall procure Workers Compensation Insurance in accord with the Laws of the State of New York, without regard to jurisdiction, on behalf of all employees who are to provide labor or service under this contract.

If leased employees are to be used under this contract, contractor shall furnish copy of lease agreement to the Department's **CONTRACT MANAGEMENT OFFICE**, together with confirmation of New York mandated endorsements to Workers Compensation policies of contractors and leasing company. Prior to starting work, a list of all leased employees shall be furnished to the Department's Project Manager for this contract.

Two certificates of such insurance or authority for self-insurance shall be furnished to the **CONTRACT MANAGEMENT OFFICE**.

- II. C. Collision Liability/Towers Liability: American Institute Tug Form - February 1, 1976 - or equivalent - as respects all tugs used under this contract; collision liability per American Institute Hull clauses June 2, 1977, lines 158 - 184 as respects other vessels used in connection with this contract.

- II. D. Employers Liability Insurance: Before performing any work on the Contract, the Contractor shall procure Employers Liability Insurance affording compensation for all employees providing labor or services for whom Workers Compensation coverage is not a statutory requirement.

Two certificates of such insurance shall be furnished to the **CONTRACT MANAGEMENT OFFICE**.

Certificates confirming renewals of insurance shall be presented to the **CONTRACT MANAGEMENT OFFICE** not less than 30 days prior to the expiration date of coverage, until all operations under this contract are deemed completed.

- II. E. Jones Act: For compensation to all crew members in the event of injury suffered in the course of operations under this contract if not provided under Workers Compensation Insurance or under Marine Protection and Indemnity: the Contractor shall present, to the **CONTRACT MANAGEMENT OFFICE**, satisfactory evidence of insurance or other financial security acceptable to the Department. Self-insurance shall not exceed \$500,000.

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- II. F. Marine Protection & Indemnity: SP-23 or Equivalent, including Property Damage and Bodily Injury to third parties arising from marine operations under this contract; injuries to crew members, if not provided through other insurance; property damage coverage shall include damage to wharves, piers, and other structures and loss or damage to other vessels not caused by collision.
- II. G. U.S. Harbor Workers and Longshoremen's Compensation Act: As applicable for employer's liability for injury to marine trades employees including operators of machinery on watercraft, if not otherwise provided for. If self-insured, proper authorizations must be presented to the **CONTRACT MANAGEMENT OFFICE**.
- II. H. Ship Repairer's Liability: Covering all repair operations under this contract at, or in the vicinity of a designated approved port or yard under this contract. The policy shall attach from the point of acceptance of care, custody, and control of any City vessel for the purpose of repair.
- II. I. Business Auto Coverage: Contractor shall provide the **CONTRACT MANAGEMENT OFFICE** with evidence of insurance covering all owned, non-owned, and hired vehicles to be used in connection with this contract. If on a "scheduled autos" basis, Contractor shall present the schedule of insured autos, including the vehicles to be used for operations under this contract.
- II. J. Builders Risk: Before any materials are purchased under this contract, the Contractor shall present the Department's **CONTRACT MANAGEMENT OFFICE** with the original policy evidencing that insurance as required in Schedule A has been issued. The policy shall be for this contract only and shall be issued for the term of this contract. Annually renewable policies will not be accepted. The original policy must be furnished to the Department's **CONTRACT MANAGEMENT OFFICE** as soon as it is available.

The policy shall insure the City and the Contractor as their respective rights and interests may appear under the contract and shall name the New York City Department of Environmental Protection as Loss Payee. The policy shall provide for storage and transport of all materials, equipment supplies of any kind whatsoever to be used on, or incidental to the project, and shall include off-site storage at limits as set forth in Schedule A. The value of property at risk off-site, in-transit, and at any site may not exceed the limits specified in the policy, and the policy shall be modified, if necessary, to provide higher limits.

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The policy shall contain the following endorsement:

- a. "This policy insures against loss or damage only on work done under Contract with the New York City Department of Environmental Protection, which is susceptible to damage or loss."
- b. The policy will not be terminated or modified without 30 days prior written notice to the Department's **CONTRACT MANAGEMENT OFFICE**.
- c. Any exclusion for faulty materials, workmanship, or design shall not exclude loss or damage arising as a consequence of faulty workmanship, materials, or design.

The policy shall be stamped PAID, or receipted bills of payment of premium shall be delivered with the policy. If the premium is to be paid in installments, a copy of the installment schedule shall be furnished to the Department's **CONTRACT MANAGEMENT OFFICE** together with proof that the first installment has been paid prior to purchasing any materials or equipment.

If the insurance policy is that of mutual company, it shall contain the following: "The City of New York shall not be liable for any premium or assessment under this policy of insurance. The Contractor who has entered into the contract referred to in this policy with the City of New York is solely liable."

III. Protection of City Property

- A. During the performance and up to the date of final acceptance, the Contractor must take all reasonable precautions to protect the property of the City of New York from loss, damage, or destruction resulting from its subcontractor's operations under this contract.
- B. If City property is lost, damaged, or destroyed as result of the operations of the Contractor or its subcontractors in the performance of this contract, or from Contractor's or subcontractor's failure to comply with any of the provisions of this contract, or by law, the Contractor shall indemnify and hold the City harmless from any and all costs and expense which the City may be subjected to which it may suffer or incur by reason thereof.

IV. Duration of Insurance

DEP SUPPLY & SERVICE INSURANCE PROVISIONS: March 13, 2000

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The insurance policies described herein shall be continuously kept in force through the term of the contract.

V. Documentation:

All documentation required herein to be submitted to the Department's **CONTRACT MANAGEMENT OFFICE** shall be addressed to:

Department of Environmental Protection
Agency Chief Contracting Officer
ATTN: CONTRACT MANAGEMENT OFFICE (Insurance), 17TH FLOOR
59-17 Junction Boulevard
Corona, New York 11368

All documentation required herein to be submitted to and/or approved by the Department's **GENERAL COUNSEL**, shall be addressed to:

Department of Environmental Protection
General Counsel's Office, 19TH FLOOR
ATTN: INSURANCE
59-17 Junction Boulevard
Corona, New York 11368