

## EXHIBIT B

**SUPPLY and SERVICE CONTRACT**  
**GENERAL CONDITIONS**  
**SCHEDULE A**

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| <u>Reference</u>                      | <u>Item</u>                                                    | <u>Requirements</u>                                               |
|---------------------------------------|----------------------------------------------------------------|-------------------------------------------------------------------|
| Section 28 of Information for Bidders | Bid Deposit or<br>Bid Bond                                     | <u>N/AP</u> % of Bid<br><u>N/AP</u> % of Bid                      |
| Article 4 of Agreement                | Period of Performance                                          | <u>120</u> Consecutive Calendar Days                              |
| Article 5b of Agreement               | Partial Payment                                                | <u>  X  </u> will be allowed<br><u>      </u> will not be allowed |
| Article 6.1 of Agreement              | Performance Bond<br>Payment Bond (Completion/Labor & Material) | <u>N/AP</u> % of Bid<br><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.

|                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Article 6 of Agreement</b>                                                                                                                                                                                                                                                    | <b>Insurance</b>                                                                                                                                                                                                                                                                           |
| (x) Workers Compensation: Section II.B<br>(x) Employers Liability: Section II.D<br>( ) Jones Act:* Section II.E<br>( ) U.S. Harbor Workers & Longshoremen's Compensation Act:* Section II.G<br>* As respects use of tugs, barges or other marine operations under this contract. | Statutory per New York State Law without regard to jurisdiction<br>\$ <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:<br>\$ <u>5,000,000</u> products/completed operations aggregate<br>\$ <u>5,000,000</u> personal injury<br>\$ <u>50,000,000</u> general aggregate<br>\$ <u>25,000</u> per claim maximum deductible, except as approved by the CONTRACT MANAGEMENT OFFICE |
| (X) Others to be added as additional insureds: Additional insured status using ISO endorsement CG 20 10. Section II.A.3                                                                                                                                                          | Named Additional Insureds<br><u>Owners of Buildings on Which Work Is To Be Done</u><br><br><br><br>                                                                                                                                                                                        |
| (x) Business Auto Coverage: CA 00 01 (ed. 06/92) or equivalent Combined Single Limit - Bodily Injury and Property Damage<br>The following coverage must be provided:<br>( ) Business Auto Coverage Form: Section II.I                                                            | \$ <u>1,000,000</u> Each Occurrence<br><br>(x) Owned (x) Hired (x) Non-Owned                                                                                                                                                                                                               |

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ( ) Marine Protection and Indemnity, SP-23 or equivalent: *<br># _____ Section _____<br>II.F<br>* As respects use of tugs, barges or other marine operations under this contract.<br># City as insured by endorsement to each relevant policy. | \$ _____ per occurrence<br>\$ _____ aggregate per year<br>\$ _____ max deductible                                                                                                                                                               |
| ( ) Collision Liability/Towers Liability: _____ Section _____<br>II.C<br>[Endorsed to cover dredges and dredging operations.]                                                                                                                  | \$ _____ per occurrence<br>\$ _____ aggregate per year<br>\$ _____ max deductible<br>Collision Clauses Lines 158-184 inclusive<br>as respects tugs: Collision Towers Liability Clauses 78-111<br>inclusive American Institute Tug Form - 2/1/76 |
| ( ) Ship Repairers Liability: _____ Section _____<br>II.H<br>( ) Water Quality Syndicate                                                                                                                                                       | \$ _____<br>American Institute Clauses<br>\$ _____                                                                                                                                                                                              |
| ( ) Builders Risk: _____ Section _____<br>II.J                                                                                                                                                                                                 | All-Risk/Completed Value<br>\$ _____ % of Total contract amount<br>\$ _____ % of contract store off site<br>\$ _____ % of contract in transit/anyone storage<br>\$ _____ % Property of City and others                                          |
| ( ) Garage Policy CA 00 05 01/87 Section II & III <sup>1</sup><br>(See Form 25)<br>II: Auto & General Liability<br>III: Garage Keeper's Liability                                                                                              | \$ _____ per occurrence<br>\$ _____ per aggregate<br>\$ _____ per location<br>\$ _____ per vehicle maximum deductible,<br>except as approved by the CONTRACT MANAGEMENT OFFICE                                                                  |

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<sup>1</sup>Evidence 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:

|                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Environmental Impairment Liability insurance<br>Asbestos Liability<br>[Zurich U-ASL-103B (CW)(1-96) or Equivalent]<br>This insurance shall be provided in the name of the contractor, and each subcontractor, performing any operations involving the removal of asbestos materials.                                            | \$ <u>2,000,000</u> general aggregate (excl products)<br>\$ <u>1,000,000</u> products/completed operations aggregate<br>\$ <u>1,000,000</u> each occurrence<br>\$ <u>25,000</u> claim maximum deductible, except as approved by the <b>CONTRACT MANAGEMENT OFFICE</b> |
| <input type="checkbox"/> Contractor's Environmental Impairment Liability Insurance<br>[Zurich U-EIL-102-A(CW)(6-92) or Equivalent]<br>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)<br>\$ _____ products/completed operations aggregate<br>\$ _____ each occurrence<br>\$ _____ claim maximum deductible, except as approved by the <b>CONTRACT MANAGEMENT OFFICE</b>                                          |

) Other \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Exhibit A****New York City Department of Environmental Protection  
Bureau of Environmental Compliance****Asbestos Control Program****Building Exterior Clean-up****Scope of Work**

All work performed shall be in compliance with all applicable, relevant, and appropriate regulations, including but not limited to those of the United States Environmental Protection Agency (USEPA), the United States Department of Labor Occupational Safety and Health Administration (OSHA), the New York State Department of Labor (NYS DOL), the New York State Department of Environmental Conservation (NYS DEC), the New York State Historic Preservation Office (SHPO), the New York City Department of Sanitation (DOS), the New York City Department of Health (DOH), the New York City Landmarks Preservation Commission (NYC LPC), and the New York City Department of Environmental Protection (DEP).

**Background**

The DEP with assistance from representatives of the NYS DOL and US EPA performed follow-up site visits at buildings in the vicinity of the World Trade Center. The visual assessments disclosed the presence of various amounts of debris with various dispersal patterns at the building exteriors. The majority of buildings had isolated areas of debris specifically at the perimeter of the roofs, at the base of parapet walls, and in gutters. Debris was also visible at horizontal surfaces on some of the building facades. For some buildings, building facades facing the street were cleaned while the facades at the rear remained dirty.

The observed debris was characteristic of the debris from the impact of September 11, 2001. The debris appears to have reformed into a dense mass (caked). During the DEP follow-up visits, samples of the debris were collected from various roofs. The uneven dispersal identified above was also evident in the sample collection. Samples collected from various buildings indicated that some of the debris was asbestos-containing material (ACM). Based on these results and the most stringent assessment and evaluation, this material may be ACM and shall be cleaned by NYS DOL licensed contractors with DEP and NYSDOL certified workers.

**Purpose**

A NYS DOL licensed asbestos contractor with DEP and NYSDOL certified workers shall perform the clean-up of building roofs, setbacks, and/or building facades within the vicinity of the WTC. The scope of work for the clean-up activities is attached. The clean-up activities shall consist of collection of debris and wet cleaning/HEPA vacuuming until the surfaces are clean of visible debris.

**Contract Term and Specifications**

The contract shall be in force for 120 consecutive calendar days from the DEP commencement date. Services shall be directed by the DEP. Contractors shall be prepared to mobilize within 72 hours of the contract award. The DEP expects contractors to provide four to five crews with a minimum of five handlers per day at each of the areas. Multiple building roofs shall be cleaned simultaneously.

Work shall not be performed at any building found to be structurally unsound.

An ACP7 form signed by the contractor and air-monitoring firm shall be submitted directly to the DEP representative on site. The DEP shall provide notification to the NYS DOL. The size of the project, specified area, shall be indicated on the ACP7 form.. Building owners shall provide written authorization to the DEP for the work activities.

DEP will coordinate activities with building owners and other city agencies.

The sites and specific areas to be cleaned shall be determined and specified by the DEP.

The contractor shall restrict access by the public to the work area (s) during clean-up activities. Caution tape and warning signs shall be used to identify work areas. Access shall be limited to the contractor, his employees, and Federal, State or local officials.

The contractor shall provide all necessary equipment, to remove, bag, transport, and dispose collected waste. The contractor is responsible for supplying all necessary equipment.

The specific clean-up procedures for building roofs are attached. The DEP shall consider substitution of the specified methodologies only if the request is received in writing. Any substitutions must receive prior approval by the DEP.

For large asbestos clean-up projects, a partial decontamination system (changing room and shower) shall be required at an entry/exit from each work area. A remote decontamination system shall be acceptable with DEP on-site approval.

#### **Contractor Qualifications**

The contractor shall have on staff and assigned to the contract a sufficient number of properly trained and certified workers. See above.

### Roof Clean-Up

**Application:** This procedure utilizes wet methods and careful hygiene protocol for cleaning roofs contaminated with asbestos containing material (ACM).

1. The entire roof shall be considered the work area for entry/access determinations. All abatement will be performed by NYSDOL licensed contractors with NYC DEP certified workers.

For non-gravel or stone covered roofs with localized accumulations of visible debris, the clean-up areas shall be specified ("specified area") by DEP.

For gravel/stone covered roof surfaces, the entire roof shall be included in the specified roof area for clean-up. The gravel/stone shall be taken to a clean-up staging area on the roof and washed. Water shall be collected, filtered, and discharged into the drain/sewer as applicable.

2. A changing area consisting of two adjacent step-off pads located on the roof immediately adjoining the roof entrance/exit. This area shall consist of a clean pad and a change pad. The clean pad shall be adjacent to the building interior access way (or at the point of entry to the roof for exterior access). The change pad shall be adjacent to the contaminated roof areas. Each pad (change pad and clean pad) shall consist of two layers of 10-mil reinforced plastic on the roof/access way surface and shall be large enough to facilitate changing and decontamination as described herein. A minimum of 4' x 4' is recommend, though the exact configuration will be specific to the roof.
3. Workers shall first step from the building interior (or exterior at the point of entry to the roof) directly onto the clean pad. On the clean pad, each worker shall be double suited with disposable coveralls, plastic booties, gloves, and head coverings. Rubber boots may be used instead of the plastic booties. The boots shall be wet wiped and HEPA vacuumed prior to leaving the roof. Each worker shall wear a minimum of a half-face air-purifying respirator equipped with HEPA cartridges.
4. All penetrations at the roof within 10 feet of the specified roof area included in the clean-up shall be cleaned by wet methods/HEPA vacuum and sealed with 6-mil polyethylene sheeting.
5. Roof cleanup shall begin at the entrance/exit and proceed in a path working away from the entrance/exit. Water shall be the primary engineering control to minimize the potential for fiber release.
6. Roof surfaces shall be wetted and then wet cleaned using wet wiping techniques with water, mops, rags, brushes, etc. HEPA vacuuming may also be used as alternative to or in combination with wet cleaning.
7. Throughout the procedure, all personnel entering or existing the roof shall observe the personal decontamination practices. Attention shall be paid to limiting unnecessary walking on or disturbance of material on the roof. These personal decontamination procedures shall be strictly adhered to, in order to minimize the potential for spreading contamination to the interior of the buildings.
8. Solid nonporous objects, such as metal patio furniture, plant pots, and plastic furniture cushions, shall be wet wiped with damp rags. Wooden objects such as decking shall be HEPA vacuumed, wet wiped, and lightly brushed with a bristle brush utilizing simultaneous misting and local HEPA exhaust. Woven materials shall either be disposed as ACM or bagged and removed off-site for proper laundering in accordance with 29 CFR 1901.1001. Potted plants with visual contamination should be disposed as ACM waste unless the owner requests decontamination. Potted plants will be repeatedly rinsed, and provisions shall be made to catch the runoff water (i.e. into ACM disposal bags or by using rags and HEPA wet-vacuums).
9. After completion of the above, the specified area roof shall be carefully washed.

10. Some common outdoor spaces (i.e. alleys, yards, setbacks) may be included in this clean-up. They have been included in the quantity estimates and shall be cleaned using the same procedures as the roof clean-up.
11. Air Monitoring shall be performed by NYSDOL licensed a Third Party Air Monitoring firm with certified workers. The Third Party Air monitoring firm shall perform a visual inspection to confirm the absence of ACM or debris after the areas are completely dry. Clearance air monitoring shall not be required if all samples collected during the work were found to be below  $70 \text{ s/mm}^2$ .

### **Building Facade Clean-up**

Work shall be performed by a NYSDOL licensed asbestos contractor with NYCDEP and NYSDOL asbestos certified workers.

The contractor performing the cleaning should be experienced in cleaning building facades.

The clean up area shall be specified ("specified area") by DEP. The area below the façade cleaning shall be covered with a layer of polyethylene sheeting. All debris must be collected for disposal as ACM directly upon removal from the surface. (i.e. All waste must be double bagged in ACM waste labeled bags.) Running water or water runoff on the building façade is not permitted.

Building occupants shall be notified prior to the façade cleaning. Access to the street below the façade cleaning shall be restricted and marked with caution tape. Cleaning shall not be performed during wind speeds greater than 20 mph.

All HVAC systems and air conditioners shall be turned off. All windows shall be closed during the cleaning of the building. Some air conditioners and windows may require sealing with duct tape to prevent water penetration.

In cases where equipment is rigged from the roof: All clean-up activities on the roof must be completed prior to rigging equipment from the roof.

All horizontal surfaces and all windows on the facade shall be cleaned of large bulk material by wetting and hand brushing or scraping with non-metallic bristle brushes or non-metallic scrapers, by wet wiping and/ or by HEPA vacuuming from top to bottom. Only water shall be used for wet wiping and low-pressure washing. Detergents, solvents, additives, and any other chemical cleaning agents are prohibited. The removed material shall be immediately placed into containers (e.g. bags). Windows shall be wet wiped. Free running water shall not be evident during this procedure. Power for HEPA vacuums shall be supplied through ground fault interrupters.

After completion of debris removal, the specified area shall be carefully washed. A low pressure washing technique, moving from top to bottom, shall be employed to minimize water bounce-back. Facades shall be washed with a low-pressure wash not to exceed 250 psi.

At the completion of work, a visual inspection of the abated surfaces and sidewalk shall be performed to verify the absence of visible debris.

Air monitoring shall be performed by an independent NYSDOL licensed third party air monitoring firm with certified workers.

In order to minimize disruption to the public and to the building occupants, it is recommended this work be performed during off-hours.

\* DENNIS ANTZOULATOS  
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