

File Edit Display Window Help



Paper/Vendor: Voucher Number: Voucher Line:
 Vendor Invoice: Payment Type:
 CFDA Number: Description:

Payment Data | Accounting Attributes | Related Transactions | Interest Voucher Information

Quantity: Discount Type: Discount Percentage: Original Line Amount:

Percentage Completed Before: Now:

Interest Eligibility Date:

☐ Not Eligible for Interest

Check Data

Number of Checks Written:
 Last Check Number:
 Last Check Date:
 Last Check Cancellation Reason:

Line Amount:
 Freight Amount:
 Retained Amount:
 Discount Amount:
 Payment Amount:

Withheld Amount:
 Disbursed Amount:
 Closed Amount:
 Outstanding Amount:

Messages

2:58 PM 07/14/04

006 to 018 which was withheld

Various -

SEP

Commissioner Christopher O. Ward
August 9, 2004
Page 2

the private residential spaces, was not possible under the circumstances existing at that time.

During the Contract, significant additional cleaning was required due to furnishings and mechanical systems which had not been disclosed to the bidders. Termon performed this work as directed and subsequently billed for it. The claims herein relate to the additional work that Termon was directed to perform, base contract work which has not been paid and for the retainage that has been withheld.

Termon requests a determination by you of the following:

1. Contract Billings--\$85,653.88

During the course of the project, Termon billed for certain work it performed and which was approved, but which has yet to be paid. After the work was completed, the DEP instructed Termon to resubmit these invoices to the EPA which Termon did by letter dated April 8, 2004. Since that time, Termon has not received any written reply though it has been told repeatedly that the amounts claimed have been reviewed by the EPA and will be paid. The amounts claimed are as follow:

Invoice No.	Amount	Description
011	\$19,795.00	Cleaning of HVAC systems at 385 South End Avenue <i>appt</i>
022	\$39,811.87	Apartment cleaning <i>240,638.35 ours</i>
022	\$ 1,287.80	Common space cleaning
024	\$ 4,062.89	Apartment cleaning <i>215,245.14 appt</i>
024	\$14,588.50	Common space cleaning
025	\$ 2,659.92	Apartment cleaning <i>appt</i>
Various	<u>\$ 3,447.90</u>	Apartment cleaning (Invoices 006 and 018) <i>pd 3/22/04 See Attached</i>
		<i>RET. =</i>
Total:	\$85,653.88	

82205.98 ← There is no basis for the DEP to not pay these amounts. This was Contract work which has been approved. Termon requests that it be awarded \$85,653.88.

2. Contract Retainage--\$213,800.57

On all contract payments, retainage was withheld pursuant to the terms of the Contract.

Article 6.5 of the Contract provides that the retainage will be held by the City "until the substantial completion of the work." That has occurred, as all work that was ordered has been completed and we have not been instructed to perform any additional work since approximately May, 2003.

TERMON CONSTRUCTION INC.
388 THIRD AVENUE
BROOKLYN, NY 11215
(718) 694-0900

August 9, 2004

Commissioner Christopher O. Ward
New York City Department of
Environmental Protection
59-17 Junction Boulevard
Flushing, NY 11373

2004 AUG - 9 P 4: 32
RECEIVED
GENERAL COUNSEL'S OFFICE
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Re: Contract WTC-ARD
PIN Number: 82603WTCLARD
Emergency World Trade Center Indoor Air Remediation
Quadrant D, Manhattan

Dear Commissioner Ward:

The following constitutes Termon Construction Inc.'s ("Termon") Notice of Dispute pursuant to Article 19.4(a) of the above-referenced contract (the "Contract"). A copy of the Contract is submitted herewith as Exhibit A.

Background

On June 8, 2004, Termon submitted to the New York City Department of Environmental Protection a request that the Contract's Engineer make a determination on several issues on which Termon believes entitles it to additional compensation. Termon never received a response. Pursuant to Article 19.2 of the Contract, the Engineer's failure to respond is deemed a non-determination and Termon is, therefore, submitting its claim to you pursuant to Article 19.4(a).

This Contract involved the cleaning of certain apartment buildings located in Battery Park City after the disaster at the World Trade Center on September 11, 2001. Pursuant to the Scope of Work included in the Contract, Termon was responsible for the cleaning of common areas, residential apartments and the buildings' HVAC systems on a unit price basis. The Scope of Work issued for the Contract separately specified the contractor's responsibility with regard to the cleaning in each of these areas. There was no site visit held prior to the date the bids were due and investigating the areas, especially

Commissioner Christopher O. Ward

August 9, 2004

Page 2

the private residential spaces, was not possible under the circumstances existing at that time.

During the Contract, significant additional cleaning was required due to furnishings and mechanical systems which had not been disclosed to the bidders. Termon performed this work as directed and subsequently billed for it. The claims herein relate to the additional work that Termon was directed to perform, base contract work which has not been paid and for the retainage that has been withheld.

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Total:	\$85,653.88	

There is no basis for the DEP to not pay these amounts. This was Contract work which has been approved. Termon requests that it be awarded \$85,653.88.

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Commissioner Christopher O. Ward
 August 9, 2004
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Moreover, while Article 5a of the Contract allows the Commissioner to retain from Termon's final payment a sum as security, that amount was required to be fixed in the Contract's specifications. No such sum was ever fixed. Therefore, especially in light of the type of work performed under the Contract, it is clear that no money was intended to be withheld.

It is Termon's understanding that the approved contract billings total \$2,138,005.65. Based on that amount, the DEP is holding \$213,800.57 in retainage. While a final accounting of the approved contract billings needs to be conducted to verify this amount, there is no basis for the DEP to continue to withhold Termon's retainage.

3. Cleaning of HVAC Units In Residential Apartments--\$913,000.00

With the Invitation to Bid, the contractors were given a Scope of Work on which to base their bids. For ease of reference, a separate copy of the Contract's Scope of Work is annexed hereto as Exhibit B. While there was a mandatory pre-bid meeting, no site inspection was allowed nor was it possible due to the contingencies of the situation. As a result, the bidders were forced to rely exclusively on the information contained in the Scope of Work provided to them. The Contract's Scope of Work, in fact, omitted a significant amount of work that Termon was obligated to perform.

Scope of Work A concerned "the cleaning of minimal dust accumulations (light coating)" in (a) common spaces, (b) in the buildings' HVAC systems and (c) in the residential spaces. With regard to heating and/or air conditioning units in residential apartments, the Scope of Work only required Termon to remove and clean the "[i]ntake/discharge registers of HVAC systems", to vacuum the "first foot of duct work" of the HVAC systems. (Scope of Work A, ¶3.h, emphasis added) and to remove and vacuum "[w]indow and room air conditioners" (Scope of Work A, ¶3.i). This was the extent of the cleaning of any of the mechanical appliances or systems which was a part of the Scope of Work provided prior to bid.

Upon commencing work, it was discovered that besides the window air conditioners and HVAC registers, the apartments contained individual HVAC through-wall units. The necessity of cleaning these types of units was not mentioned in the Scope of Work for the Contract. Every apartment in Quadrant D where Termon performed its work contained at least two of these HVAC units—one in each bedroom and at least one unit in the living room/dining room. Termon's claim is based on the number of bedrooms in each apartment plus one unit for the living room/dining room area. For example, for a one bedroom apartment, Termon is claiming for two HVAC units. For a two bedroom apartment, Termon is claiming for three HVAC units.

While it may be argued that there is no difference between the window air conditioning units specified in the Scope of Work and the HVAC units, they are, in fact, significantly different and required significant amounts of additional work to clean.

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To remove and clean the window air conditioning units simply required Termon's employees to disconnect the power source and remove the unit from the window. This was accomplished by a single employee. The HVAC units, however, required at least two employees to remove it from the wall and the cleaning of additional heating components that were not present in the air conditioning units.

The fact that cleaning these units was considered extra work was recognized by the DEP with regard to the common spaces. Those spaces also contained through-the-wall HVAC units, identical to those contained in the apartments. The DEP ordered Termon to clean these units in the common areas and agreed, in Change Order No. 3 to pay Termon \$500.00 for cleaning each of these units. These are identical to the units contained in the residential spaces. There is no valid reason for Termon to have been paid for cleaning these units in the common areas as extra work and not be paid for cleaning these exact same units in the residential apartments.

In total, Termon was required to clean 1,826 through-the-wall HVAC units in the residential apartments. Charts specifying the number of units in each specific building is annexed hereto as Exhibit C. Based upon the agreed rate of \$500.00 per unit, Termon is entitled to receive an additional \$913,000.00 for this work.

4. HVAC Units At 395 South End Avenue--\$6,000.00

As stated above, Termon cleaned the through-the-wall HVAC units in the common areas pursuant to Change Order No. 3. However, the DEP has yet to approve and pay Termon for the 12 units it cleaned in the common spaces of the building at 395 South End Avenue. Termon billed for this work as part of Invoice No. 24. Termon requests that it paid for this work as well.

5. Baseboard Heaters In Common Spaces--\$10,575.00

The Scope of Work for the residential apartments clearly states that the cleaning of baseboard heaters is included as part of the Contract. The Scope of Work for the common areas, however, is completely silent with regard to the necessity to clean baseboard heaters. As a result, Termon did not anticipate performing this work in the common areas when it bid this project.

As stated above, during the course of the project, Change Order No. 3 was negotiated, which contained unit prices for work on various HVAC components. As part of that change order, the parties agreed to a price of \$25.00 per linear foot for the cleaning of baseboard heaters. Termon cleaned a total of 423 linear feet of the baseboard heaters, resulting in a total of \$10,575.00 being owed at the agreed rate.

Again, there does not appear to be a valid basis for requiring Termon to clean these heaters at no cost in the common areas when it is clearly outside the Scope of

Commissioner Christopher O. Ward
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Work in the Contract. Indeed, there would have been no reason to negotiate a unit price for this work in Change Order No. 3 unless the DEP intended to pay Termon for this work. We believe, therefore, that this is additional work which Termon is entitled to be compensated.

6. Additional Insurance Premium

The premium for the insurance policies required under the Contract was based on both the duration of the project and on the Contract's estimated price. The estimated length of the Contract, as provided by the DEP, was 730 days. The Contract's amount, based on the estimated units provided by the DEP was \$4,199,499.40. As a result, the premiums for these policies totaled \$170,338.66, which was a fixed rate based on the information provided by the DEP. This constitutes a rate of approximately 4.06% of the Contract amount.

However, the DEP materially reduced the amount of work that was assigned under the Contract and ended it prematurely on June 1, 2003, resulting in approved billings to-date of only \$2,138,005.65. This reduction, therefore, increases Termon's effective insurance premium rate to 7.97% of the actual Contract amount, almost twice what was anticipated. This additional cost was not expected by Termon at the time it entered into the Contract and resulted in a material increase in its costs for performing work under the Contract. Termon, therefore, believes that it is entitled to be compensated for the additional premium costs that it was forced to absorb.

The difference between the estimated billings (\$4,199,499.40) and the actual billings (\$2,138,005.65) totals \$2,061,493.75. If the anticipated insurance premium rate of 4.06% is applied to this differential, it results in additional insurance premiums, which Termon has been unable to recoup because of the reduction in work, of \$83,696.65. Termon believes that it is entitled to be compensated in this amount.

7. Removal and Disposal of Wall-to-Wall Carpeting--\$27,200.00

Scope of Work A in the Contract provides that carpeting in the residential apartments will be cleaned. (Scope of Work A, ¶3.e) Separately, Scope of Work A states that "certain furnishings" may be tagged by the owners for disposal. (Scope of Work A, ¶10) While this latter provision does mention "carpets", it continues by stating that the "residents' personal property" shall not be disposed of without their authorization. The import of this section is that the furnishings that may be tagged for disposal would be the resident's furnishings which constitute personal property. That indicates that any carpeting, to be personal property, would be items such as area rugs and the like. Termon, however, was ordered to remove wall-to-wall carpeting which was affixed to the apartments, including the padding and tacking, which is not the personal property of the residents.

Commissioner Christopher O. Ward
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As provided to the DEP in our May 2, 2003 letter, our subcontractor provided us with an estimated cost of \$2.72/sq. foot for performing this work. (A copy of this letter is annexed hereto as Exhibit D). This is equivalent to the agreed upon price of \$2.75/sq. foot that the DEP paid Termon for removing wall-to-wall carpeting in the common areas of the buildings. Using a unit price of \$2.72/sq. foot, and based on an average of 1,000 square feet of wall-to-wall carpeting in each of the 10 apartments where this work was performed, we are entitled to an additional \$27,200.00 for this work.

Termon requests that it be awarded this amount for performing this work.

Termon thanks you in advance for your consideration of this matter. Any additional information that you require will be forwarded upon request. Termon also asks that all further correspondence or any requests for additional information concerning this matter or this Contract be directed to Stephen A. Stallings, Esq. of Sacks Montgomery, P.C., 800 Third Avenue, New York, New York 10022.

Sincerely,



Thomas Heavey
President



**Department of
Environmental
Protection**

59-17 Junction Boulevard
Flushing, New York
11373-5108

**Christopher O. Ward
Commissioner**

July 9, 2003

Mr. Thomas Heavey
Termon Construction Inc.
388 Third Avenue
Brooklyn, New York 11215

Dear Mr. Heavey:

This is in response to your correspondences regarding your additional costs incurred during the performance of work under Project WTC-ARD.

In your correspondences dated April 7, 2003 and May 2, 2003, you refer to additional costs incurred due to disposal of large items. In accordance with the contract specifications in Scope of Work A, "owners and/or residents could identify and tag certain furnishings (e.g. carpets and fabric covered furniture) for disposal rather than cleaning." Further, the next line item indicates, "the disposal of all wastes generated during the cleaning is the responsibility of the contractor". Therefore, the disposal of items is within the scope of the contract and is not an additional item or a change in the item.

In your correspondence dated May 2, 2003, you refer to the frequency and distribution of apartments and request a change order where work was not performed. The contract did not specify the location of daily work within the delineated areas and specifically indicated in the contract term section that the NYCDEP and USEPA "reserved the rights to assign work outside the delineated areas". Clearly, this does not provide an indication that work was to performed within the same building on any given date. The specifications for the contract set out minimum staffing levels for qualified bidders to successfully complete the required work within specified timeframes. The amount of work to be assigned was not guaranteed and this information was conveyed during the pre-bid meeting.

In your correspondence dated May 22, 2003, you requested reimbursement of insurance costs. Your request was reviewed by DEP General Counsel, who has determined that the insurance requirements of the contract were not based on the number of apartments cleaned, and were included in the bid documents. Therefore, no reimbursement can be made at this time.

If you require any additional information, please let me know.

Sincerely,

Virginia Smyth

Virginia Smyth
Bureau Chief Contracting Officer



www.nyc.gov/dep

(718) DEP-HELP

March 21, 2003
Athenica Environmental

COMMON AREAS

280 Rector Place- Started 3/20, Estimated Completion Date 3/24.

395 South End Ave.- Done except Laundry Room

375 South End Ave- 29 Floors Estimated Completion Date 3/24

355 South End Ave- Done 3/17 except Lobby (connected with 345 South End Ave), & 27th Fl- Re-cleaning Today

HVAC

1. 280 Rector Place- Done 3/19

2. 333 Rector Place- Done 3/6

3. 345 South End Ave- Started 3/21 Estimated Completion Date 3/24

4. 355 South End Ave- Done 3/17

5. 375 South End Ave- Start Date 3/21 Estimated Completion Date 3/24

6. 385 South End Ave- Done 3/20

7. 395 South End Ave- Done Last Week

8. 350 Albany

9. 300 Albany

10. 250 South End

11. 380 Rector

12. 2 South End

13. 365 Swl

14. 225 Rector

Started 3/20/03 - one week

3/27/03 → 4/4

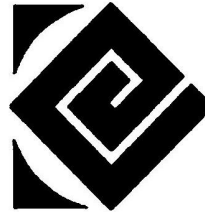
Even

3/31/03 - 4/7

3/31 - 3 days

3/21/03

new unit



ACADEMY OF
CONTINUING
EDUCATION
PROGRAMS

3/21/03

Quad C

10:00

Bobby, Liz PAT

Quad D

11:00

mult

1055

320 =

378

253

1433

573

573

20
32

860

18

792

Test

200

592

HVAC

Total ^{universe} available - 799

200

HVAC

265 letters

95

16

Sched

111

124

2652

letters

82

This m.

187

new calls

799

658

470

john garoutsos

From: john garoutsos [jgaroutsos@athenica.com]
Sent: Thursday, March 20, 2003 4:51 PM
To: Matthew Schoen; Eric Wilson
Subject: FW: Requested Information

The Requested Information. Please Forward to Pat Evangelista.

Isabel Negrón
Athenica Environmental

1. 3/24-30/03 Scheduled
Clean & Test-95
Test Only-7
3/31-4/6 Scheduled
Clean & Test-16
Test Only-6
2. Accomplishments during 3/10-16
#Clean & Test Completed: 33
#Test Only Completed: 10
#Wipes Completed: 2
3. Accomplishments thus far this week:
#Clean & Test Completed: 41
#Test Only Completed: 6
#Wipes Completed: 1
4. #Cancellations with proper notification 0 and # without proper 3 notification for 3/10-3/16
5. #Cancellations with proper notification 3 and # without proper 7 notification thus far this week beginning on the 3/17
6. Follow Ups Sent 249
7. # of responses to above letters and results of responses received 60 of the 60, 57
Scheduled Expiration Of Letters Sent
Expiration Date
3/26- 16
3/31- 93
23 Expired 3/19
7 Expired 3/18
7 Expired 3/17
14 Expired 3/14
8. Since the beginning of this program, the # of total accomplishments for:
Clean & Test: 320
Test Only: 253
Wipe Samples: 22



GATEWAY PLAZA MANAGEMENT CORP.

375 SOUTH END AVENUE
NEW YORK, N.Y. 10280

(212) 321-2000

March 31, 2003

Eric Wilson, Quadrant Coordinator
United States Environmental Protection Agency
Region 2
290 Broadway
New York, New York 10007-1865



Dear Mr. Wilson:

I am in receipt of your letter of 3/28/2003 concerning cleaning of HVAC systems at Gateway Plaza.

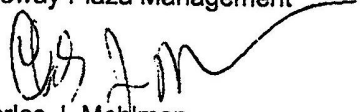
Your letter incorrectly states our position with respect to the cleaning of apartment exhaust risers. We do not have a legal right to provide access to any apartment or enter same except in the case of an emergency. The NYC police department made this very clear to us after we entered apartments to clean after 9/11. The agreement we signed in no way abrogates the law in New York State. We suggest that you or your contractor make arrangements with the tenants to provide access to such units at such time as you need access. We can assist you in this process by providing mailing labels.

We are most dissatisfied with your contractor. Workers have been seen jamming cleaning wands into A/C grills, which will damage the condenser coils. In addition, cleaning of the roof fan assemblies, which was already done by us has caused debris to enter tenants apartments. This work can only be properly done if your contractor seals off the duct grills in the apartments first. In addition, on information and belief someone associated with one of your contractors allegedly suggested they could provide a gratuity or other compensation to one of our employees. We suggest you have the Department of Justice investigate this allegation. Please speak with Mr. DeFrancesco concerning this matter.

Please note careful review of the lab results of dust samples taken at Gateway fail to disclose any WTC material. However, your contractor in some cases suggests the material might be WTC dust. Some areas in question were cleaned numerous times many months after the 9/11 tragedy. According it is impossible that the roofs of 35 story buildings that were cleaned over a year prior would have WTC material present.

What is the relationship between the firm hired to test and the contractor hired to clean? Did the cleaning firm sub out the work to the testing firm? These questions need to be answered.

Very truly yours,
Gateway Plaza Management


Charles J. Mehlman
Sr. Vice President & General Manager

Cc: T. DeFrancesco

Termon Construction Inc.

388 Third Avenue, Brooklyn NY 11215

Tel: (718) 694-0900

Fax: (718) 694-0200

Email: Termon2k@aol.com

Page 2 of 2

Letter dated 11/21/03

residential spaces (apartments) however this cleaning is outside the base scope of work and should be compensated under the separately negotiated unit prices. DEP and EPA have both recognized the legitimacy of this particular unit price as TCI was paid for the cleaning of Through the Wall HVAC Units in common spaces. Logically it follows that cleaning of Through the Wall HVAC Units in residential spaces should also be compensated under the unit prices for cleaning of HVAC systems.

TCI met its obligations under the contract to clean to the requirements of the base scope of work and then was further directed by EPA and Athenica to clean impacted HVAC systems and components. TCI used Specialty Service Contracting Inc. (SSC), a NADCA member (a condition of the contract), as our DEP approved HVAC subcontractor. SSC cleaned all the Through the Wall HVAC units and Baseboard heaters as directed by the monitoring contractor and USEPA.

As a final note, the existing field condition of Through the Wall HVAC Units although typical to Quadrant D, is atypical of the other three quadrants. The cleaning of these units in apartments is additional work, not required of the other 3 contractors. These units are not comparable to a window air conditioner as they are much larger, heavier, and contain additional components for heating and ventilating. Additionally window or room air conditioners are not in every apartment or every room, whereas, Through the Wall HVAC Units are present in every room of every apartment in Battery Park City.

This contract is a unit price contract and various items are compensated based upon the identified scope of work and corresponding unit. The cleaning of baseboard heaters in common spaces and the cleaning of Through the Wall HVAC Units are not included in the identified Scope of Work for Common Spaces or Residential Spaces as demonstrated above. Clearly these items fall under the Cleaning of HVAC Systems section and should be compensated based upon the original unit price of \$1,000.00 per system or the later negotiated unit prices, as billed for in payment applications 22, 23 and 24.

TCI respectfully requests that you seriously reconsider your position concerning compensation for these items. Although TCI recognizes that the USEPA concurs with your initial determination, we understood that EPA's function on the WTC dust cleanup project was for field coordination. TCI's contract is with NYCDEP, the decision whether to compensate or not, should be based upon our contract.

TCI needs to resolve this situation ASAP, we will contact you to set up a meeting. If you have any question, please feel free to contact me at 718 694-0900 or 917 873-7616.

Very Truly Yours,

TERMON CONSTRUCTION, INC.

Thomas Heavey

Environmental & Construction Division

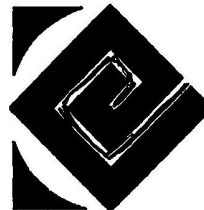
CC: John Tancredi, SSC
Virginia Smyth, DEP
P. Evangelista, USEPA

**Hazardous Waste Management ♦ Asbestos ♦ Lead Paint ♦ Mold
♦ Contaminated Soil ♦ Reconstruction ♦**

Building	Total	Actually Cleaned
200 Rector Place	122	51
225 Rector Place	33	14
300 Rector Place	35	18
333 Rector Place	37	20
377 Rector Place	44	19
395 South End Ave	89	7
375 South End Ave	126	2
355 South End Ave	112	6
99 Battery Place	100	90
70 Battery Place	48	40
50 Battery Place	53	50
21 South End Ave	23	3
TOTAL	799	320
Test Only	353	253

3/21/03

90000



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PROGRAMS

3/13/03

EPA - DEP

QUAD D - Sep America S & T

4 inspectors, 4 people

Completed 11 Bldgs 225, 333, 377 R, 300 Rec, 200 Rec, 21 South End

375 South End Ave

355 S End, 395 Smt, 70 Battery approach

next week.

↓
No white bldg
request

50 Battery, 99 Battery.

Tom

May 4

X Can we schedule somebody for May X

X One bldg - one apt - one supervision
should we cancel.

Eric - why did we let John in other
quad.

Radhakrishnan, Krish

From: John Tancredi [jtancredi@sscenv.com]
Sent: Friday, January 17, 2003 3:30 PM
To: 'Radhakrishnan, Krish'
Cc: 'Gerry Dennis'; Termon2K@aol.com
Subject: Additional Pricing

Krish,

I reviewed the procedures agreed upon by DEP and EPA, for cleaning the exhaust ducts and AC/Ventilation Systems. The only major cost impact is containment. As a general rule Termon/SSC is prepared to complete the cleaning using a "containment" for the unit price of \$1,000 at each location a containment is required. For example: where SSC had previously agreed to clean 5 floors of risers for the unit price of \$1,000, it will now cost \$2,000 because a containment will be required for every point of entry we must insert our cleaning equipment. Once on the job we may be able to stretch a containment every 7 floors, instead of 5 floors, and reduce the billing. We may also be able to clean both down and up 5 floors in each direction, thus only charging for one containment (extra \$1,000) per ten floors. To be safe, DEP should be prepared to pay an extra \$1,000 per 5 floors of risers cleaned.

I believe this is a fair adjustment.

Please let me know if you agree and how we should proceed.

Thank you.

John A. Tancredi
Specialty Service Contracting Inc.
845 Broad Avenue
Ridgefield, NJ 07657
Tel: (201)941-8292
Fax: (201)941-6992
Cell: (201)832-9448

1/17/03

3/13/03

WTC QUADRANT D

3/12/03

As of 12/3/03 the following have been accomplished:

Total Clean and Test:	259	/	
Total Test Only:	230 (298) (498)	-	on going.
Total Floors of Common Areas:	floors	237	- 11 bldgs (out of 19)
Total HVAC Systems/ ^{individual} Mushrooms:	87	.	20
Total # of inspections:	782		
Total # of Wipes:	1520		
Total # of phone calls made:	day me	865	
Total # of Letters mailed:	146	Express	

For the following two weeks we have so far scheduled the following:

Total Clean and Test:	107	50
Total Test Only:	14	
Total Inspections:	27	

All the above information is as of 6:30 pm of 3/12/03, some of these #'s have already changed since we have had four people making phone calls until 9:00 pm yesterday and they are continuing today.

+ 42 letters

Available 782

4 more

to be scheduled

3/13/03

Spiro Dongaris

From: Bedia Saray [bsaray@athenica.com]
 Sent: Wednesday, March 12, 2003 5:48 PM
 To: Eric Wilson; Spiro Dongaris

Eric,

Here are the numbers requested. Please Forward to Pat Evangelista, I do not have his email address.

Isabel Negrón

1. For the next two weeks 3/13-29/2003

Total Clean And Test Scheduled:107

Total Test Only Scheduled: 14

Total Inspections Scheduled:27 (44)

2. Last weeks' accomplishments:

Clean And Test Completed:19

Test Only Completed:2

Wipes Completed:1

Inspections Completed:95 (92.6)

3. Accomplishments thus far this week:

Clean And Test Completed:17

Test Only Completed:2

Wipes Completed:1

Inspections Completed: 55

4. # Cancellations with proper notification:0 and # without proper notification for last week: 1.

5. # Cancellations with proper notification:0 and # without proper notification thus far this week:0

6. # letters which were sent in follow-up to your first call to residents since our last meeting on 2/28: 146

7. # of responses to letters sent out thus far: 4, # where the timeframe expired and we have'nt received a response (i.e., # dropouts): 49 and results of responses received (i.e., how many were scheduled, etc.): 4 Scheduled

3/13/03

QUAD D - Athenica as of 3/13/03

1. For the next two weeks 3/13-29/2003
Total Clean And Test Scheduled:107
Total Test Only Scheduled: 14
Total Inspections Scheduled:27
2. Last weeks' accomplishments:

Clean And Test Completed:19
Test Only Completed:2
Wipes Completed:1
Inspections Completed:95
3. Accomplishments thus far this week:

Clean And Test Completed:17
Test Only Completed:2
Wipes Completed:1
Inspections Completed: 55
4. # Cancellations with proper notification:0 and # without proper notification for last week: 1
5. # Cancellations with proper notification:0 and # without proper notification thus far this week: 0
6. # letters which were sent in follow-up to your first call to residents since our last meeting on 2/28: 146
7. # of responses to letters sent out thus far: 4, # where the timeframe expired and we have'nt received a response (i.e., # dropouts): 49 and results of responses received (i.e., how many were scheduled, etc.): 4 Scheduled

No		A	B	C	D	Remarks
1	Total - clean & test	1343	1307	1303	1091	5044
2	Apts cleaned	436	912	305	227	1880 update as of Feb 24, 03
3	No of cancellations		55	70	80	
4	Apts with HVAC		235		691	
5	To be cleaned	907	105	928	93	3164
6	Total - test only	259	292	256	420	1227
7	Apts tested	56	87	22	218	383
8	Apts to be tested	203	205	234	202	844
	TOTAL REQUEST	1602	1599	1559	1511	6271
	Cancellation (35%)	561	560	546	529	2195
	Tech \$/hr	\$31.00	\$28.50	\$41.50	\$36.00	\$137.00
	Cancellation charges @3hrs tech	\$148,986.00	\$136,714.50	\$194,095.50	\$163,188.00	\$642,984.00
	HVAC					0
1	Total	49		39		88
2	Evaluations done	28	12	31	18	89
3	Evaluations to be done	21	2	2	2	27
4	Impacted	0	8	12	14	34
5	Cleaned		1		1	2
6	To be cleaned	0	7	12	13	32
						0
	Common Spaces					0
1	Total	69	28	39	19 (20)	156
2	Common Spaces cleaned	30	6	23	11 (2)	61
3	Bldgs without signed access			12		
4	Common spaces to be cleaned	39	22	4	18	95

57
19 - done
38 - with
1 - send sign.

(D)

mushroom

floors
of raised

tents
(6,500)

HVAC

Total

cleaner	①	225 Rector	29 @ 500	14,500	509 @ 200	101,800	72.7 @ 500	36,357	0	\$152,657
✓	②	280 Rector	26 @ 500	13,000	329 @ 200	65,800				102,300
✓	③	333 Rector	NO							
✓	④	345 South end								92,000
✓	⑤	355 South end								36,500
✓	⑥	365 South end								
✓	⑦	375 "South end								
✓	⑧	385 South end								
✓	⑨	395 South end								
✓	10	300 Albany								
		83								

\$443,257

59,800

✓ 10 380 Rector

✓ 18 250 South end

✓ 12 2 South end Ave

HVAC

✓ 13 350 Albany

Large 2x

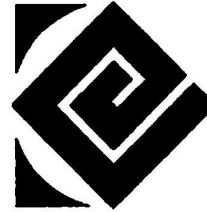
917

558
8539

917-692-2326

Aug 80

②/②



ACADEMY OF
CONTINUING
EDUCATION
PROGRAMS

3/6/03

337 Redm $\left\{ \begin{array}{l} T \ 20-11-1 \\ = 8 \end{array} \right.$ e 50 - 12 - 1 = 37 left

225 Redm - C 42 - 9 - 1 = 32 left

33 pre immediate

Test 18 - 8 - 6 = 4

69
13
85

14/31 { Letters — 92 — follow up letter 2 weeks
3/5 83 Cancellation letter

① Clean & Test — scheduled —
Test next week } NO schedule

② ~~Weds~~ w Thursly to Wedn —

email the answer

have. (631) 244-9211

2/24/03

Quad D.

John Tarando

Test all

220

clean

227

apts

111, 711

curtain's space.

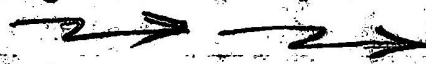
1113

220

3

• 20 apts a day

• WE understood



Spiro Dongaris

V.P.

(718) 784-7490

f

ROBERT P. LEMIEUX
First Deputy Commissioner

MARILYN GELBER
Commissioner

59-17 Junction Blvd.
Corona, New York
11368
718-595-6576
718-595-3557 Fax

New York City
Department of
Environmental
Protection



TERMON COSTRUCTION INC.

CONTRACT WTC- ARD

CLEANING COMPLETED AS OF 2/21/03

ADDRESS	COMMON SPACE (square Feet)	STUDIOS	1BR	2BR	3BR	4BR	TOTAL APTS	HVAC (units)
50 Battery Place	25555		25	22	2			
70 Battery Place			29	15	1			
300 Albany Street				1				
99 Battery Place	22785	12	66	11	4			
377 Rector Place	17816		4	1		1		
200 Rector Place	15465		2					
333 Rector Place			12	7	3	1		
225 Rector Place	30151	1	6	1				152
TOTAL	111772	13	144	58	10	2	227	152
5.7268722 63.4 25.55 4.405 0.88								

TERMON COSTRUCTION INC.

CONTRACT WTC- ARD

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ADDRESS	COMMON SPACE (square Feet)	STUDIOS	1BR	2BR	3BR	4BR	TOTAL APTS	HVAC (units)
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377 Rector Place	17816		4	1		1		
200 Rector Place	15465		2					
333 Rector Place			12	7	3	1		
225 Rector Place	30151	1	6	1				152
TOTAL	111772	13	144	58	10	2	227	152

CONTRACT CHANGE

DEP Form 409N

**CONTRACT AND CONTRACT CHANGE NUMBER**

WTC Indoor Dust Cleaning Program C.O. 1

COMPTROLLER'S REGISTRATION NUMBER

CT 826 20030010717

BUDGET LINE B.C. W005/OBJ 600		CONTRACT ID and DESCRIPTION WTC-AMD Monitoring of Apts in Vicinity of WTC	
CONTRACTOR'S NAME AND ADDRESS Athenica Environmental Services, 45-09 Greenpoint Avenue, Long Island City, NY 11104		PIN 82603WTCIAMD	FMS PROJECT ID 826_NA
CONTRACT AWARD AMOUNT \$2,367,600		DESIGN FIRM (if applicable)	
ITEM NUMBER	DESCRIPTION OF WORK ATTACH ADDITIONAL SHEETS IF NECESSARY	CONTRACTOR'S PROPOSAL	AUTHORIZED COST
	This change order is being advanced pursuant to the Declaration of Emergency signed by Commissioner Christopher O. Ward on May 7, 2002. On May 13, 2002, written approval was provided by the Corporation Counsel, and on May 28, 2002 written approval was provided by the Comptroller. This Change Order shall provide an administrative fee of \$114 per apartment, an amount equal to 3 hours of Project Monitor time, under the same terms and conditions of the contract. This fee is limited to a maximum of 1568 apartments. The contractor shall comply with the cancellation policy implemented by USEPA on November 26, 2002, and shall confirm appointments 24 hours in advance. 1511	\$178,752	\$178,752
	TOTAL = Interim(if any) or Forced (if any) PLUS Final (if any) or Revised (if any) otherwise TOTAL = This Change Order	\$178,752	\$178,752
	PREVIOUS AMOUNT REGISTERED FOR THIS CHANGE (if any)		\$0
	AMOUNT REQUIRED FOR REGISTRATION OF THIS CHANGE		\$178,752
- The Contractor shall sign 4 copies of this form, and together with 4 copies of the Contractor's detailed cost proposal, send it to the Agency Contact for this Contract within <u>seven calendar days</u> of receipt of this proposed contract change. - If the total amount of the extra work (excluding credit change orders) issued for the contract exceeds 10% of the contract amount or \$100,000, whichever is greater, or exceeds previous BOE/ODC/MOC Approvals, the Agency must obtain approval from the Mayor's Office of Construction or the Mayor's Office of Contracts (as applicable) in order to award extra work. - When a price is agreed to between the Commissioner's authorized representative and the Contractor, and all required approvals have been obtained, the Contractor shall be issued a contract change to proceed with the work. <u>Contractor shall not proceed with this work until issued a contract change or otherwise directed by the Commissioner.</u> - Any payments for extra work must be requisitioned separately from payments for work required under the original contract. - All Construction and Construction-Related work is subject to post-audit by the Department's Engineering Audit Officer and the Comptroller's Chief Engineer.			
1) CONTRACTOR'S APPROVAL Submitted above is my Cost Proposal for the Contract Change. Contractor hereby certifies that the cost and pricing data submitted are accurate, complete and current. Contractor's Signature <u>[Signature]</u> Title <u>V.P.</u> Date: <u>1/24/03</u>		3) DEPARTMENT'S APPROVAL This Change is approved and the contractor/consultant is directed to proceed. Payment will be made as provided herein. ☐ On a Time and Material Basis Not-to-Exceed the Authorized Cost ☐ On a Unit Price Basis Not-to-Exceed the Authorized Cost ☒ At the Authorized Cost Authorized Signature <u>[Signature]</u> Title: <u>Asst. Comm.</u> Date: <u>2/11/03</u>	
2) CONTRACTOR AGREES WITH "AUTHORIZED COST" Contractor's Signature <u>[Signature]</u> Title <u>V.P.</u> Date: <u>1/24/03</u>			