

New York City Department of Environmental Protection

**Comments on Indoor Air Residential Assistance Program
Cleaning contract Scope of Work (6/24/02 Draft)**

1. This might be completed. Please advise. If finished send document. Please draft release form for residents to sign, refer to earlier comment #6
2. Need to be more specific regarding actual area to be cleaned via the trigger mechanisms. Please note, we feel strongly that one call should not trigger cleaning of all common spaces
3. Not clear to us, refer to our earlier comment #9
4. Refer to our earlier comment #13
5. Please delete circled area. Please note there is no decon in Scope A and need to have adequate supervision for each job. Not the same requirement as in Title 15 1 RCNY
6. Please specify exact clearance level as you did in the previous draft. 30 year 10-04 risk is very confusing
7. Need to include conditions where the clearance level cannot be achieved. Such as overloading, etc.
8. Need to discuss again with your Legal regarding the word loss. As stated previously, our Legal Department feels loss needs to be deleted

Scope B

9. Trigger for Scope A or Scope B should be based on absence or presence of debris. Delete first sentence.
10. Same as #1 above
11. Trigger for OSHA regs is 0.1f/cc. By deleting this, we are requiring the worker to have PPE irrespective of the OSHA trigger
12. Needs clarification. Also document says to HEPA vac 3 times in one location. 2 times in another location
13. Same as #6 above
14. Need to verify with DOH regarding procedure (this is new in draft)
15. Please note details regarding HVAC cleaning have to be incorporated. DEP awaiting documents from National Duct Cleaner Association

23 October 2002

Ms. Virginia Smythe
New York City Department of Environmental Protection Agency
Contract Administration Department
59-17 Junction Boulevard
Corona, NY 11368

Re: World Trade Center Indoor Dust Cleaning Program, Quardrant A, Project No. WTC-ARA, Personal Air Monitoring.

Dear Ms. Smythe:

Trio Asbestos Removal Corp. started cleaning apartments on 12 September 2002. Personal air samples have been collected as per Addendum No. 2 of the Contract. The addendum stated personal air samples will be collected according to the U.S. Department of Labor, Occupational Safety and Health Administration (OSHAS) regulation, and they include collecting one (1) personal air sample for each apartment and conducting Transmission Electron Microscopy (TEM) analysis as per the Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA-40 CFR Part 763). These requirements were in effect for the first six (6) weeks of cleaning operations, which ends today.

The requirements listed above have been extended for an additional four (4) weeks as per OSHA and EPA. Trio will comply with the additional requirements for personal air monitoring. Please be advised this is an addendum to the original contract scope. The cost of continuing the personal air sampling program will be approximately \$2,500.00 per day. This is based upon cleaning approximately 15 apartments per day. The costs for the additional services shall be provided upon completion. Trio requests additional clarification and direction regarding this issue and awaits your decision.

Respectfully submitted,

Trio Asbestos Removal Corp.

**THE CITY OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF AIR, NOISE, AND HAZARDOUS MATERIALS**

LABORATORY SERVICES CONTRACT

SCOPE OF WORK

A. INTRODUCTION

The New York City Department of Environmental Protection ("DEP" or the "Department") is seeking to hire a qualified (see below) laboratory to provide regular analytical services to its Bureau of Air, Noise, and Hazardous Materials. The laboratory will analyze samples collected primarily by the Division of Emergency Response and Technical Assistance. The contract to provide these services will be a "requirement contract". The number of samples is an estimate for bidding purposes, with no minimum guarantee. **The firm selected for this contract will not be eligible for selection for the contract to perform similar services by a laboratory located within 25 miles of 1 Lefrak Plaza (Pin #826 98LABIS25).**

The laboratory must, at a minimum, have certification from the New York State Department of Health in the following categories: RCRA characteristics testing (all phases), chlorinated hydrocarbons, metals I, metals II, polychlorinated biphenyls, polynuclear aromatics, purgeable aromatics, purgeable halocarbons, volatile chlorinated organics, herbicides/pesticides. These shall be both for non-potable water and for solid and hazardous wastes. Furthermore, certification in air for purgeable aromatics, purgeable halocarbons, metals I, and metals II is required. Proof of certification shall be presented within 5 days of DEP's request.

This contract will be awarded to the lowest responsive and responsible bidder. The items listed in the bid sheets reflect the Division's current types of samples and requests.

B. Contract Term

The terms of this contract will be in force for 1095 consecutive calendar days (three years) from the official DEP commencement date.

C. Renewal

The Department of Environmental Protection, at its sole discretion, may exercise an option to renew this contract for a period of one additional year at the same terms and conditions.

TASK 1.0 - SAMPLES

All samples will be received and accepted on an "as needed" basis. The turn-around time required will depend upon the nature of the incident and may vary from one day to thirty days. The period for the completion of analyses will begin when the samples arrive at the laboratory. A portion of the samples sent for analysis will be abandoned hazardous material, the components of which are unknown. Therefore, the possibility exists that very toxic materials may be present in the samples. The expected number of samples to be submitted in one calendar year, based on past experiences will exceed 500.

Samples may be delivered to the laboratory directly by Department employees or other City agents. However, the laboratory must have the ability to pick up samples anywhere within New York City and deliver them to the laboratory the following morning, either with a delivery service or in any other manner acceptable to the Department. The laboratory must pay the cost of the shipping.

Some samples may have to be collected by an air monitoring technician, therefore the laboratory shall have a qualified air monitoring technician available, when needed by the Department.

Thorough chain of custody, quality assurance and quality control (QA/QC) procedures will be followed for all samples received. The apparent low bidder must submit a procedural description of the laboratory's QA/QC program within 5 days of D.E.P.'s request. Minimum requirements for chain of custody and quality control programs are found in the New York State Department of Environmental Conservation's (DEC) Contract Laboratory Program (CLP) Statement of Work (SOW).

TASK 2.0 - ANALYSES

The analytical requirements primarily will be aimed at qualitative and quantitative identification of those materials commonly referred to as:

- 1) **Hazardous wastes, as specified in CFR Title 40, Part 261**
- 2) **Environmental pollutants, as specified in CFR Title 40, Part 136.**
- 3) **Hazardous substance, listed in CERCLA, Appendix E.**

Most, if not all, of the analytical procedures to be used are described in DEC's Analytical Services Protocol (ASP). No modifications are permitted without the agreement of the DEP Director of Laboratory Services. Under such circumstances as determined by the Department, agreement to modify analytical procedures may be oral consent; however, written consent will always be ultimately provided.

The analyses which will be required cannot be predetermined; they will be dictated by job requirements. However, judging by the samples taken over the past years, analyses for PCB's in organic liquids, soils and wipes will be high on the list. Other important analyses are flash point, volatile organics (8240¹ or 8260), metals (6010 and/or 7000 series), semivolatiles (8250 or 8270), total sulfides and cyanides, reactive cyanides and sulfides. It must be emphasized that this invitation for bids seeks laboratories capable of performing analyses of any waste or mixture of wastes submitted by the Department. Additionally, analyses of gaseous, aqueous, and solid samples for non-priority pollutant organic compounds, as well as a limited number of analyses of biological materials also may be required.

The apparent low bidder must show the commitment of its management to ensuring that all environmental monitoring data obtained under this contract is of known quality and consistency under the laboratory's quality assurance plan. To demonstrate this, within 5 days of DEP's request the apparent low bidder shall submit a detailed outline for a Quality Assurance (QA) project plan. The QA plan is to include the following: QA program organization and responsibility, sample preservation procedures, internal quality control checks and frequency documentation, and any other factors that may affect the known quality of the environmental data. All analytical methods used for analyses performed under this contract must be consistent.

The Department reserves the right to send unmarked known samples to confirm the laboratory's continuing analytical abilities. The Department also reserves the right to inspect the laboratory without prior notice, for the purpose of determining that its samples are being handled properly.

TASK 3.0 - LIQUIDATED DAMAGES

Article 6.3 of the general provisions of this contract is hereby deleted in its entirety and replaced by the following:

The services to be performed by the Contractor hereunder are essential to the proper remediation operations by DEP. These operations are essential to alleviate conditions which could potentially result in (1) significant or severe but unquantifiable damage or injury to persons or property, or (2) conditions which may threaten imminent peril to the health, safety, and welfare of the people of New York City; with ensuing legal liabilities to the City which cannot be quantified at the time of contracting.

Accordingly, it is hereby agreed by the Contractor and the City that proper performance of the contract work within the time frames set forth herein is material, and in view of the difficulty of adequately ascertaining the losses or damages which the City would suffer by reason of Contractor's delay or failure to do so perform services hereunder, it is further agreed that liquidated damages shall be due and payable to the City by the Contractor as set forth herein. Such liquidated damages shall not be deemed a penalty. Such liquidated damages may be assessed by the City for Contractor's delay or failure to properly perform even in the event of any ensuing termination by the City or of abandonment by the Contractor.

Such liquidated damages in the Amount set forth in Schedule "A" may be assessed by the City with respect to each instance where the contractor fails to meet the turn-around times for analyses.

Liquidated damages received by the City hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the City's rights to indemnification or of the Contractor's obligation to indemnify the City, or to any other remedy provided for by contract or by law.

TASK 4.0 - ANCILLARIES

Suitable sampling kits, cleaned by established procedures, as that in the DEC's CLP SOW, and accompanied by the required sampling labels and seals, preservatives and/or stabilizers, and packed in containers capable of withstanding a round trip by commercial courier service, must be supplied by the laboratory if requested by Department.

All samples and extracts are to be held for a minimum of ninety (90) days after receipt of the written report by DEP. Such costs are within the unit prices bid. In addition, the Department may submit some samples in duplicate, with only one portion to be analyzed and the other portion to be held for possible future use. The cost of storage of these duplicates or of other samples beyond the ninety (90) day period is provided for in Item #361 of the bid.

TASK 5.0 - RESULTS AND BILLING

Analytical results may be telefaxed to the DEP within the turn-around time limit. Unless the Department notifies the laboratory that it is required sooner, the full report package may be received up to seven days after the turn-around time limit. The report will include methods used, analytical results, detection limits for those parameters, QA/QC data which support the accuracy of the results given, and a copy of the chain of custody. Charts, instrument outputs, etc., from which the data are derived will not be required unless specifically requested. In the report, the samples must be identified by DEP sample numbers given. All abbreviations used in a report must be explained in the report. If requested by the Department, a copy of the laboratory results will be sent to a hazardous waste transport, storage or disposal facility.

No separate billing will be allowed for quality assurance and quality control work. This must be included within the price bid for the analyses. However, the cost of shipping samples may be passed on to the Department in the billing for the analyses.

The bills will list costs by job. Each job must be identified by date, location and, when available, Department job number. The billing for each job will itemize costs, itemizing by service performed, turn-around time provided, cost or that turn-around time, and number of samples receiving that service.

Billing for laboratory work shall be sent monthly. The day selected for submittal of bill must remain in force throughout the period of this contract.

TASK 6.0 - EXPERT TESTIMONY

Analytical results may have to be presented in connection with administrative and/or legal proceedings. Should this be the case, the laboratory shall provide a professional at a supervisory or managerial level to present expert testimony verifying the validity of the samples and results. Remuneration for such appearances is provided under bid Item #362.

¹ Analytical method numbers refer to those given in the New York State Department of Environmental Conservation's Analytical Services Protocol (September 1989).