

List of Documents

- 1 - Indemnification "boilerplate" in contract (applies to both exterior and interior cleaning contracts).
- 2 - Addendum to above "boilerplate" - which DEP is adding to the interior cleaning contracts as per Larry Martin's request.
- 3 - Language re bonding contractor employees to protect against theft - which DEP is adding to the interior cleaning contracts as per the recommendation of a consultant which Larry Martin referred us to.
- 4 - Insurance specifications for interior cleaning work.
- 5 - Insurance specifications for interior air monitoring, testing and analysis.
- 6 - Insurance specifications for exterior cleaning work (the manual changes are the changes we made on recommendation of Law; Steve Cushman agreed that we could manually change the contract documents rather than going through a formal change order process).
- 7 - General conditions applicable to insurance requirements (applies to both exterior and interior cleaning contracts). Note change on page 3 of 7, which was requested by Larry Martin re the interior cleaning contracts.
- 8 - License Agreement - being used for the exterior cleaning work. I am advised by Frank Schiano that USEPA is doing its own license or consent for access on the interior cleaning work.
- 9 - For your information: Letter to DEP from USEPA requesting certain changes to our contract boilerplate re the interior cleaning work (just received from USEPA).

⑤ WORLD TRADE  
CENTER -  
RESIDENTIAL  
APARTMENTS

### List of Documents

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①

**NYC-DEP Information For Bidders and Supply & Service Agreement**  
**(Rev. 11/93)**

**ARTICLE 7 - LIABILITY OF CONTRACTOR**

**7.1 GENERAL LIABILITY**

A. The Contractor shall be solely responsible for all physical injuries or death to its agents, servants, or employees or to any other person and for all damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, employees, agents, servants, or independent contractors, and shall hold harmless and indemnify the City from liability upon any and all claims for damages including those on account of such injuries or death to any such person or damages to property on account of neglect, fault or default of the Contractor, its officers, trustees, employees, agents, servants, or independent contractors. The Contractor shall be solely responsible for the safety and protection of all of its employees whether due to the negligence, fault or default of the Contractor or not.

B. In the event that any claim is made or any action is brought against the City arising out of negligence or careless acts of an employee of the Contractor either within or without the scope of his employment, or arising out of Contractor's negligent performance of this Agreement, or any act included in paragraph A above then the City shall have the right to withhold further payments hereunder for the purpose of setoff in sufficient sums to cover the said claim or action. The rights and remedies of the City provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**7.2 PROTECTION OF CITY PROPERTY**

A. The Contractor assumes the risk of, and shall be responsible for any loss or damage to City property including property and equipment leased by the City, used in the performance of this Agreement, and caused, either directly or indirectly, by the acts, conduct, omissions or lack of good faith of the Contractor, its officers, managerial personnel employees, or any person, firm, company, agent or other engaged by the Contractor as expert, consultant, specialist or subcontractor hereunder.

B. In the event that any such City property is lost or damaged except for normal wear and tear, or to the extent that such property is consumed in the performance of this Agreement then the City shall have the right to withhold further payments hereunder for the purpose of setoff in sufficient sums to cover such loss or damage.

C. The Contractor agrees to indemnify the City and hold it harmless from any and all liability or claim for damages due to any such loss or damage to any such City property described in subsection A above.

D. The rights and remedies of the City provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

**7.3 INFRINGEMENTS**

The Contractor shall be liable to the Department and hereby agrees to indemnify and hold

**Addendum No. 1**

**Supply and Service Agreement - Article 7, Liability of Contractor**

**Add the following at the end of Paragraph 7.1 A - General Liability:**

**In addition, the Contractor shall also defend the City against any and all claims, actions or other liability including those for property damage, personal injury or death arising out of or in conjunction with the Contractor's operations and work under this agreement.**

Bond

Page 1 of 1

3

**Schiano, Frank**

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**From:** Keville, Rose [Rose.Keville@ogs.state.ny.us]**Sent:** May 20, 2002 11:47**To:** 'franks@dep.nyc.gov'**Subject:** Bond

Here is the language. I have a call in to one of my underwriters and will let you know what I learn.

Contractor shall provide a Blanket Fidelity Bond providing coverage for theft, disappearance and destruction of money and securities as well as property other than money and securities, in an amount of not less than \$2,000,000. Such Bond shall provide coverage for dishonest acts of your employees, whether identified or not, while acting alone or in collusion with others, and shall name the NY City Department of Environmental Protection as loss payee.

*Language to include above  
will be in Addendum along  
with certain additions to the  
city std. Boiler Plate to  
accomodate EPA.*

02-05-20

NYC-WTC\_000154106

Contracts WTC - ARA

- ARB  
- ARC  
- ARDFor cleaning of debris ④  
and dust within Apts & Bldgs**SUPPLY and SERVICE CONTRACT**  
**GENERAL CONDITIONS**  
**SCHEDULE A**

Page 1 of 4

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

.....CONTINUED ON NEXT PAGE.

Contract WTC - ARA  
 - ABB  
 - ARC  
 - ARD.

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

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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                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Workers Compensation: Section II.B<br><input checked="" type="checkbox"/> 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                                                                                                                                                                                       |
| <input checked="" type="checkbox"/> 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>10,000</u> per claim maximum deductible, except as approved by the CONTRACT MANAGEMENT OFFICE |
| <input checked="" type="checkbox"/> 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>United States of America</u><br>_____<br>_____<br>_____                                                                                                                                                                                                    |
| <input checked="" type="checkbox"/> 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>2,000,000</u> Each Occurrence<br><input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-Owned                                                                                                                   |

Contract WTC - ARA  
 - ARB  
 - ARC  
 - ARD

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

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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                                                                  |

.....CONTINUED ON NEXT PAGE

<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.

Contract WTC - ARA  
 - ARB  
 - ARC  
 - ARD

**SUPPLY and SERVICE CONTRACT**  
**GENERAL CONDITIONS**  
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In addition, if indicated by an (X), the following hazards must be covered:

|                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><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.</p>     | <p>\$ <u>10,000,000</u> general aggregate (excl products)<br/>                 \$ <u>5,000,000</u> products/completed operations aggregate<br/>                 \$ <u>5,000,000</u> each occurrence<br/>                 \$ <u>10,000</u> claim maximum deductible, except as approved by the CONTRACT MANAGEMENT OFFICE</p> |
| <p>( ) 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.</p> | <p>\$ _____ general aggregate (excl products)<br/>                 \$ _____ products/completed operations aggregate<br/>                 \$ _____ each occurrence<br/>                 \$ _____ claim maximum deductible, except as approved by the CONTRACT MANAGEMENT OFFICE</p>                                           |

) Other

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⑤

Contracts WTC - AM1 - AM3  
- AM2 AM4

For Air monitoring  
testing and analysis

**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                                     | _____ % of Bid<br>_____ % of Bid                                 |
| Article 4 of Agreement                | Period of Performance                                          | _____ Consecutive Calendar Days                                  |
| Article 5b of Agreement               | Partial Payment                                                | _____ will be allowed<br>_____ will not be allowed               |
| Article 6.1 of Agreement              | Performance Bond<br>Payment Bond (Completion/Labor & Material) | _____ % of Bid<br>_____ % of Bid                                 |
| Article 6.3 of Agreement              | Liquidated Damages                                             | \$_____ for each Consecutive Calendar Day Beyond Completion Time |
| Article 6.4 of Agreement              | Maintenance and Guaranty Security                              | _____ % of Contract Price                                        |
| Article 6.4 of Agreement              | Guaranty Period                                                | _____ year(s)                                                    |
| Article 6.5 of Agreement              | Retained Percentage                                            | _____ % of Voucher                                               |
| Article 12.8 of Agreement             | Subcontracting                                                 | Not to exceed _____ % of Bid                                     |

.....CONTINUED ON NEXT PAGE.

Contract WTC-AM1 -AM3  
AM2 -AM4

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

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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                                                                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Workers Compensation: Section<br><div style="text-align: right;">II.B</div> <input checked="" type="checkbox"/> Employers Liability: Section<br><div style="text-align: right;">II.D</div> ( ) Jones Act:* Section<br><div style="text-align: right;">II.E</div> ( ) U.S. Harbor Workers & Longshoremen's Compensation Act:* Section<br><div style="text-align: right;">II.G</div> <p>* As respects use of tugs, barges or other marine operations under this contract.</p> | Statutory per New York State Law without regard to jurisdiction<br><u>\$ 1,000,000</u> each accident                                                                                                                                                                                      |
| <input checked="" type="checkbox"/> Commercial General Liability CG 00 01 (ed.10/93) or equivalent. Combined Single Limit-Bodily Injury and Property Damage: Section II.A                                                                                                                                                                                                                                                                                                                                       | <u>\$ 2,000,000</u> per occurrence:<br><u>\$ 2,000,000</u> products/completed operations aggregate<br><u>\$ 2,000,000</u> personal injury<br><u>\$ 4,000,000</u> general aggregate<br><u>\$ 10,000</u> per claim maximum deductible, except as approved by the CONTRACT MANAGEMENT OFFICE |
| <input checked="" type="checkbox"/> 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>United States of America</u><br>_____<br>_____<br>_____                                                                                                                                                                                                   |
| <input checked="" type="checkbox"/> Business Auto Coverage: CA 00 01 (ed. 06/92) or equivalent Combined Single Limit - Bodily Injury and Property Damage<br><br>The following coverage must be provided:<br>( ) Business Auto Coverage Form: Section II.I                                                                                                                                                                                                                                                       | <u>\$ 2,000,000</u> Each Occurrence<br><br><input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-Owned                                                                                                              |

Contract WTC-AM1 - AM3  
WTC-AM2 - AM4

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

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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                                                                  |

.....CONTINUED ON NEXT PAGE

<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.

Contract WTC-AM1  
 AM2  
 AM3  
 AM4

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

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

|                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>( ) 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.</p>                                     | <p>\$ <u>10,000,000</u> general aggregate (excl products)<br/>                 \$ <u>5,000,000</u> products/completed operations aggregate<br/>                 \$ <u>5,000,000</u> each occurrence<br/>                 \$ <u>10,000</u> claim maximum deductible, except as approved by the <b>CONTRACT MANAGEMENT OFFICE</b></p> |
| <p>( ) 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.</p> | <p>\$ _____ 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></p>                                           |

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

**SUPPLY and SERVICE CONTRACT**  
**GENERAL CONDITIONS**  
**INSURANCE**

Page 1 of 7

**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 ¶IV 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.

**SUPPLY and SERVICE CONTRACT**  
**GENERAL CONDITIONS**  
**INSURANCE**

Page 2 of 7

- 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 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.
- 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 **CONTRACT MANAGEMENT OFFICE** for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

**SUPPLY and SERVICE CONTRACT**  
**GENERAL CONDITIONS**  
**INSURANCE**

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**II. SPECIFIC REQUIREMENTS**

**II. A. Commercial General Liability:**

Before commencing work at the site, the Contractor shall procure a commercial general liability insurance 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 New York City Department of Environmental Protection as additional insured [CG 20 10 (10/93)]<sup>1</sup>, and endorsed to cover ~~liability assumed by the Contractor under the indemnity provisions of this agreement.~~ This insurance policy must be maintained during the life of the contract, and shall protect the City, 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.

*all claims arising out of  
the operations of the named  
insured.*

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 ¶IV 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.**

<sup>1</sup> The 10/93 form will not be accepted unless the word "ongoing" is deleted, or other modifications, satisfactory to the Department's **GENERAL COUNSEL**, are made to *incomplete ongoing operations*.

**SUPPLY and SERVICE CONTRACT**  
**GENERAL CONDITIONS**  
**INSURANCE**

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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.

**SUPPLY and SERVICE CONTRACT**  
**GENERAL CONDITIONS**  
**INSURANCE**

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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.

**SUPPLY and SERVICE CONTRACT**  
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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.

**SUPPLY and SERVICE CONTRACT**  
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**IV. Duration of Insurance**

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**

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

*Rooftop & Facade Remed.*

| <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>120</u> Consecutive Calendar Days  |
| Article 5b of Agreement               | Partial Payment                            | <u>X</u> will be allowed              |
|                                       |                                            | <u>          </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      |

.....CONTINUED ON NEXT PAGE.

DEP Form SCHED A SUPPLY & SERVICE: March 28, 2002 (PIN#826WTCROOF2)

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

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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                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div style="display: flex; justify-content: space-between;"> <div> (x) Workers Compensation:<br/> (x) Employers Liability:<br/> ( ) Jones Act:*<br/> ( ) U.S. Harbor Workers &amp; Longshoremen's Compensation Act:*<br/> * As respects use of tugs, barges or other marine operations under this contract. </div> <div> Section II.B<br/> Section II.D<br/> Section II.E<br/> Section II.G </div> </div> | 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:<br><div style="text-align: right;">Section II.A</div>                                                                                                                                                                                                                        | <del>\$1,000,000</del> per occurrence:<br><del>\$1,000,000</del> products/completed operations aggregate<br><del>\$1,000,000</del> personal injury<br><del>\$2,000,000</del> general aggregate<br>\$ <u>25,000</u> per claim maximum deductible, except as approved by the CONTRACT MANAGEMENT OFFICE<br><div style="text-align: right;">(CF) 5/13/02</div> |
| ( ) Others to be added as additional insureds: Additional insured status using ISO endorsement CG 20 10.<br><div style="text-align: right;">Section II.A.3</div>                                                                                                                                                                                                                                          | Named Additional Insureds<br><u>NYC-DEP and the owners</u><br><u>of the property where</u><br><u>work is being performed</u><br><div style="text-align: right;">(CF) 5/13/02</div>                                                                                                                                                                          |

**SUPPLY and SERVICE CONTRACT**  
**GENERAL CONDITIONS**  
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|                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>(x) <u>Business Auto Coverage</u>: CA 00 01 (ed. 06/92) or equivalent Combined Single Limit - Bodily Injury and Property Damage</p> <p>The following coverage must be provided:<br/>         ( ) Business Auto Coverage Form: Section II.I</p>              | <p>\$ <u>1,000,000</u> Each Occurrence</p> <p>(x) Owned (x) Hired (x) Non-Owned</p>                                                                                                                                                                                            |
| <p>( ) Marine Protection and Indemnity, SP-23 or equivalent:<br/>         * # Section II.F</p> <p>* As respects use of tugs, barges or other marine operations under this contract.<br/>         # City as insured by endorsement to each relevant policy.</p> | <p>\$ _____ per occurrence<br/>         \$ _____ aggregate per year<br/>         \$ _____ max deductible</p>                                                                                                                                                                   |
| <p>( ) Collision Liability/Towers Liability: Section II.C</p> <p>[Endorsed to cover dredges and dredging operations.]</p>                                                                                                                                      | <p>\$ _____ per occurrence<br/>         \$ _____ aggregate per year<br/>         \$ _____ max deductible<br/>         Collision Clauses Lines 158-184 inclusive as respects tugs: Collision Towers Liability Clauses 78-111 inclusive American Institute Tug Form - 2/1/76</p> |
| <p>( ) Ship Repairers Liability: Section II.H</p> <p>( ) Water Quality Syndicate</p>                                                                                                                                                                           | <p>\$ _____<br/>         American Institute Clauses</p> <p>\$ _____</p>                                                                                                                                                                                                        |
| <p>( ) Builders Risk: Section II.J</p>                                                                                                                                                                                                                         | <p>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</p>                          |
| <p>( ) Garage Policy CA 00 05 01/87 Section II &amp; III <sup>1</sup><br/>         (See Form 25)<br/>         II: Auto &amp; General Liability<br/>         III: Garage Keeper's Liability</p>                                                                 | <p>\$ _____ per occurrence<br/>         \$ _____ per aggregate<br/>         \$ _____ per location<br/>         \$ _____ per vehicle maximum deductible,<br/>         except as approved by the CONTRACT MANAGEMENT OFF</p>                                                     |

<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.

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

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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 CONTRACT MANAGEMENT OFFICE<br>CP 5/13/02 |
| ( ) Contractor's Environmental Impairment Liability Insurance [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 CONTRACT MANAGEMENT OFFICE                                                        |

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

## **LICENSE AGREEMENT**

This License Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2002 by and between the CITY OF NEW YORK (hereinafter called "the City"/Licensee), acting by and through the Department of Environmental Protection of the City of New York (hereinafter called "DEP"), with an office at 59-17 Junction Boulevard, Corona, New York 11368-5107 and ("Landowner/Licensor") the owner of the premises at \_\_\_\_\_ (the "Premises").

WHEREAS, the facades, roofs and setbacks ("exterior areas") of many structures in close proximity to the site of the former World Trade Center have been found to contain debris, refuse and other deposits ("the foreign material") of unknown origin;

WHEREAS, the owners of said structures are desirous of having the foreign material removed;

WHEREAS, the City believes that it is in the interest of the public to undertake a clean up of these exterior areas;

WHEREAS, the City's willingness to undertake such a cleanup should not in any way be construed as an acknowledgment or admission that the City is any way responsible for any condition, environmental or otherwise, that may exist in or on the exterior areas or that the foreign material is a risk to the public health or safety;

NOW THEREFORE, it is hereby agreed by and between the parties to this agreement, for and in consideration of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged,

1. **Permission to Perform Cleaning Work.** Subject to the terms and conditions hereof, Licensor hereby grants permission to Licensee and its authorized contractor(s) to perform the cleaning work on the exterior areas of the structure(s) located on the Premises, as described in the Scope of Work attached hereto as Exhibit A and made a part hereof (the "Cleaning Work").

2. **Grant of Access.** Subject to the terms and conditions hereof, Licensee and its agents, contractors and employees shall have the right, at all times while this License Agreement is in effect, to enter in and on the Premises, and to cross the Premises, with personnel, material and equipment, for the purpose of performing the Cleaning Work. It is expressly understood that the right granted under this Section 2 includes:

(a) the right to access all portions of the Premises deemed necessary by Licensee or its contractor(s) in order to properly perform the Cleaning Work, including (without limitation) roofs, parapets, window ledges, and other building exterior surfaces; and

(b) the right to temporarily occupy portions of the ground outside of the building located on the Premises, with personnel, material and equipment, in order to perform the Cleaning Work; and

(c) the right to erect, maintain, and store temporary scaffolding on the Premises, and to utilize such scaffolding for the purpose of performing the Cleaning Work.

3. **Limitations And Conditions:**

- a) In no event shall the Licensee, its agents, contractors, or subcontractors enter the Licensor's property for the purposes of performing the Cleaning Work other than between the hours of 8:00 a.m. and 8:00 p.m.
- b) Licensee shall provide the Licensor with written notification of its intention to begin the Cleaning Work at least two (2) days prior to the commencement of such Work.
- c) Licensee shall pay the entire cost of all work, labor, and material in connection with the Cleaning Work undertaken by it hereunder except that the Licensor shall supply and pay for all power and water usage in connection with the Cleaning Work.
- d) Licensee, its agents, contractors, and employees, shall perform all Cleaning Work promptly and in a workmanlike manner with a minimum of disturbances to the Licensor's property.
- e) Licensee shall maintain such flags, lights, barricades and enclosures as required for the safety of persons, property and traffic flow.
- f) All Cleaning Work shall be performed by qualified contractors in accordance with applicable federal, state and local rules and regulations;
- g) Any contractor or subcontractors performing the Cleaning Work on behalf of the Licensee shall obtain, prior to the commencement of any Cleaning Work, insurance in the amounts and types as set forth herein in Exhibit B;
- h) All City employees, and any contractor or subcontractor performing any activities on the City's behalf, shall, at all times, wear proper identification which, at a minimum shall include, an identification card with the name and photograph of the person.

4. **Reimbursement.** Licensor shall reimburse Licensee for the removal of the foreign material provided for in this license from any compensation it receives from any source for the

cleaning of debris accumulations from the exterior surfaces of the structure(s) located on the Premises. Such sources shall include, but are not limited to, the Small Business Administration, private insurance, or any other local, state or federal assistance program. Licensor shall make claim for any applicable insurance coverage for these premises and shall report to Licensee any insurance settlements or other source of funding for the Cleaning Work that has been performed at Licensee's expense.

5. **Termination.** This license shall be terminable by the Licensor or Licensee on ten days written notice to the address set forth below by fax or certified mail. In the event of a default by either party, the license may be terminated immediately, without any prior notice.

6. **Waiver of Claims.** Licensor agrees that no claims or cause of action for damages shall accrue by reason of revocation or termination of this License.

7. **Term.** This license shall commence as of the latest date appearing at the end of the signature page and remain effect for a period of ninety (90) days unless or until terminated or revoked as hereinabove provided.

8. **Cleaning Work Not An Admission of Liability.** It is expressly understood and agreed by Licensor and Licensee that Licensee's performance of the Cleaning Work hereunder is not, and shall not be construed as,

(I) an admission or agreement by the Licensee that it is liable for the deposit of any dust, debris or other material in or on the Premises as a result of the events of September 11, 2001, at the World Trade Center complex, or the subsequent debris removal activity related thereto; or

(II) an admission or agreement by the Licensee that it is liable for any condition, environmental or otherwise, that may exist in or on the Premises as of the date hereof.

9. **Landmarks.** If the Premises are a designated landmark, Landowner gives its permission for DEP to file the "Application Form for Work On Designated Properties" with the New York City Landmarks Preservation Commission on Landowner's behalf.

10. **Notices:** Notices and correspondence regarding this License shall be directed by Certified Mail, Return Receipt Requested to the Licensor, at the following address:

\_\_\_\_\_  
\_\_\_\_\_

and notices to the Licensee shall be addressed to R. Radhakrishnan, P.E., NYCDEP-ACP, 59-17 Junction Boulevard, 8<sup>th</sup> Floor, Corona, NY 11368-5643, with a copy to General Counsel, NYCDEP, 59-17 Junction Boulevard, 19th floor, Corona, New York 11368-5643.

**IN WITNESS WHEREOF**, the parties have caused this License Agreement to be executed and acknowledged on the day and year which first appears above.

\_\_\_\_\_  
Licensor

By: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Licensee

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**Approved as to Form**

\_\_\_\_\_  
Acting Corporation Counsel

DATED: \_\_\_\_\_



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION II

280 BROADWAY, 17<sup>th</sup> Floor

NEW YORK, NEW YORK 10007-1866

9

To: FRANK Schiano, Esq  
NYC Dept. Of Environmental Protection

Phone:

Fax:

718 595 6543

From:

Thomas Lieber, Esq

Office:

U.S. Environmental Protection Agency, Region II  
 Office of Regional Counsel  
 NY/Caribbean Superfund Branch

Phone:

(212) 637-3158

Fax:

(212) 637-3104

Confirmation:

(212) 637-3090

Date:

6/4, 2002

Re:

See Attached

Pages:

5 (including cover sheet)

Message:

CONFIDENTIAL

15-C-11-4-1007-2002

RECEIVED  
 ENVIRONMENTAL PROTECTION AGENCY  
 REGION II  
 NEW YORK, NEW YORK  
 10007-1866