

World Trade Center Indoor Dust Cleaning Program
Cleaning Contract Scope of Work
Quadrant A
Project # WTC-ARA

A MANDATORY PRE-BID meeting is scheduled for August 20, 2002 at 2:00 P.M. at the U.S. E.P.A., 290 Broadway, Room 27A, New York, New York, 10007.

A. Introduction

All work performed under this contract entered into between the New York City Department of Environmental Protection (DEP) and the cleaning contractor must be in compliance with all applicable laws and regulations, including but not limited to regulations issued by the United States Environmental Protection Agency (EPA), the United States Department of Labor Occupational Safety and Health Administration (OSHA), the New York State Department of Labor (NYS DOL), and the New York City Department of Environmental Protection (DEP).

The EPA and DEP will solicit participation in a direct assistance program for residents and residential building owners south of Canal Street who are concerned that their residences may have debris/dust from the collapse of the World Trade Center (WTC). A DEP/EPA telephone hotline has been established to receive requests from the public. The assistance will include various options, including cleaning within residences and common spaces by licensed asbestos contractors with follow-up asbestos sampling, asbestos air sampling only, and providing high efficiency particulate air (HEPA) vacuums.

NYS DOL licensed asbestos contractors shall perform cleaning activities for residents who wish to have their homes cleaned. An independent Monitoring Contractor will schedule and monitor the work, perform a visual inspection, and perform asbestos air sampling when the cleaning is completed.

The purpose of this contract is to acquire the services of a NYS DOL licensed asbestos contractor with DEP and NYS DOL certified workers for the performance of cleaning activities at residential buildings impacted by the collapse of the World Trade Center. The scope of work for the cleaning activities is attached. The cleaning contractor shall supply all equipment and supplies necessary to perform the work specified in this contract.

Contract Term

This contract shall be in force for 730 consecutive calendar days from the DEP commencement date. Services shall be directed by the EPA. The DEP and EPA reserves the right to assign work outside the delineated areas. Contractors must be prepared to mobilize within 72 hours of the contract award.

B. Roles and Responsibilities

As provided in the instant contract, EPA's World Trade Center Dust Cleanup Field Personnel

shall have the authority of Project Manager, in addition to DEP's Project Manager. As such, the authority of EPA World Trade Center Dust Cleanup Field Personnel shall include the following authority related to cleaning work conducted under this contract:

1. The authority to stop work for health and safety reasons.
2. The authority to stop work for non-compliance with the Scope of Work.
3. The authority to give technical direction to the contractor in the performance of the work.
4. The authority to review and approve or disapprove of the qualifications and performance of the cleaning personnel involved in the work.
5. The right to inspect and accept or reject any work.

An independent Monitoring Contractor will perform air monitoring. The Personal air monitoring will be performed by the Monitoring Contractor on a minimum of one employee of the Cleaning Contractor per shift per apartment during the first 6 weeks of cleaning operations. Thereafter, personal air samples will be taken randomly at a rate of one sample per day. The results of this sampling shall be sent immediately to EPA, OSHA and the cleaning contractor. The cleaning contractor shall make these results available to the employees or their designated representatives for their review in accordance with 29 CFR 1910.1020 and 29 CFR 1926.1101.

The Monitoring Contractor is responsible for:

1. Scheduling and coordinating the cleaning and monitoring work with residents, building owners, the Cleaning Contractor and EPA;
2. HVAC system evaluation and inspection;
3. Oversight of the Cleaning Contractor;
4. Inspection of the Cleaning Contractor's work;
5. Area air monitoring; and
6. Personal air monitoring.

The Cleaning Contractor is responsible for cleaning residences, common spaces and portions of HVAC systems identified by the Monitoring Contractor.

C. Qualifications

This contract requires that only a NYS DOL licensed asbestos contractor and only NYC DEP and NYS DOL certified workers will be allowed to perform any of the cleaning activities under this contract. This requirement also applies to any subcontractors involved in the cleaning. A copy of these licenses and certificates must be available on-site during the performance of work and must be presented upon request.

The HVAC system cleaning contractor shall be a certified member of the National Air Duct Cleaners Association (NADCA) or shall maintain membership in a nationally recognized non-profit industry organization dedicated to the cleaning of HVAC systems. If the cleaning contractor is not a member of the NADCA, a subcontractor that is a member may perform the HVAC system cleaning.

Scope of Work A

Application: These procedures apply to the cleaning of minimal dust accumulations (light coating). If a visual inspection indicates the presence of significant accumulations of dust and/or debris from the collapse of the WTC in residences or common spaces (including elevator shafts), Scope B procedures shall be applied (refer to Scope of Work B). Residents may be present during Scope A cleaning procedures.

1. Cleaning of Common Spaces

Common spaces including hallways, stairways and the interior of elevator cars shall be cleaned, if requested by the building owner. The Monitoring Contractor in consultation with EPA, or EPA's designee will evaluate and determine if other common areas including utility rooms, laundry rooms, compactor rooms, elevator shafts require cleaning. Work will begin from the entrance and continue through all common spaces in an orderly fashion. A detailed description of the minimum cleaning requirements for common space is as follows:

- a. Vacuuming will begin with the ceiling, continue down the walls and include floors. A vacuum equipped with a motorized agitator bar will be used to vacuum carpets.
- b. Impermeable walls and floors will be wet wiped, after consultation with and approval by owner. Wet wiping will not be conducted if it is determined that it would cause damage to the surface.
- c. Carpets will be cleaned with a water extraction cleaner after consultation with and approval by owner. After cleaning, red rosin construction paper will be applied to high traffic areas to protect carpets from soiling. Water extraction cleaning will not be conducted if it would cause damage to the carpet.
- d. Surfaces that are not cleaned by wet methods (wet wiping and water extraction cleaner) will be vacuumed two times.

2. Cleaning of HVAC Systems

HVAC systems that are determined by the Monitoring Contractor to be impacted by dust or debris from the collapse of the World Trade Center will be cleaned in accordance with the site-specific scope of work prepared by the Monitoring Contractor and approved by EPA. HVAC systems cleaning, if warranted, shall be completed prior to the initiation of the cleaning of common space or residences within an affected building. In the event that the HVAC system for an entire building requires cleaning, a separate, site specific contract will be awarded by DEP for this work. If only a portion of an HVAC system requires cleaning, then the cleaning contractor will conduct the cleaning utilizing specialized labor trained and experienced in duct cleaning.

HVAC cleaning shall be conducted in accordance with National Air Duct Cleaners Association (NADCA) General Specification for the Cleaning of Commercial Heating, Ventilating and Air Conditioning Systems and the NADCA Assessment, Cleaning and Restoration Standard (ACR 2002). Verification of the effectiveness of HVAC system

cleaning will be determined by the Monitoring Contractor. If dust or other contaminants are evident through visual inspection, those portions of the system where dust or other contaminants are present shall be recleaned and subjected to reinspection for cleanliness. If the cleaning contractor is not a member of the NADCA, a subcontractor that is a member may perform this portion of the work.

3. Cleaning of Residential Spaces

Residences will be cleaned using HEPA vacuums, water extraction cleaners and wet wiping as described below. Surfaces to be cleaned include but are not limited to walls, floors, ceilings, ledges, trims, furnishings, appliances, equipment, etc. Encapsulating agents shall not be applied. Dry sweeping is prohibited. The cleaning contractor will not clean inside of drawers, cabinets, breakfronts and similar enclosed storage or display pieces; however, the exterior of these pieces will be cleaned. Cleaning of clothing and accessories (handbags, shoes etc.) shall be the responsibility of the occupant. A detailed description of the minimum cleaning requirements is as follows:

- a. Terraces, balconies, exterior window sills, window wells and window guards that are accessible from the interior of the dwelling, shall be cleaned.
- b. Interior windows, screens, window sills and window guards will be cleaned
- c. Vacuuming will begin with the ceiling, continue down the walls and include the floor. A vacuum equipped with a motorized agitator bar will be used to vacuum carpets.
- d. Impermeable walls and floors will be wet wiped, after consultation with and approval by owner/resident. Wet wiping will not be conducted if it is determined that it would cause damage to the surface.
- e. Carpets will be cleaned with a water extraction cleaner after consultation with and approval by owner/resident. After cleaning, red rosin construction paper will be applied to high traffic areas to protect carpets from soiling. Water extraction cleaning will not be conducted if it would cause damage to the carpet.
- f. Fabric covered furniture will be vacuumed and then cleaned with a water extractions cleaner after consultation with and if approved by owner/resident. Water extraction cleaning will not be conducted if it would cause damage to the furniture.
- g. All surfaces including but not limited to floors, walls, curtains, fabric window treatments, upholstery and other materials that are not cleaned by wet methods (wet wiping and water extraction cleaning) will be HEPA vacuumed two times. Fabric covered furniture that is not cleaned by wet methods will be vacuumed using an appropriate brush attachment.
- h. Intake/discharge registers of HVAC systems (if present) will be removed/cleaned. The first foot of duct work will also be vacuumed; then the register will be reinstalled and covered with a layer of 6 mil polyethylene sheeting.
- i. Window and room air conditioners will be vacuumed, wet wiped and removed from their housing to allow access to internal portions of the air conditioner. The internal portions of the air conditioner and housing will then be vacuumed. Filters will be vacuumed and reinstalled. Air conditioners will be reassembled and reinstalled after cleaning.

- j. Paperwork and books will be HEPA vacuumed.
 - k. Electrical outlets will be vacuumed.
 - l. Appliances such as refrigerators and stoves will be cleaned and moved. The floor footprint of the appliances will be cleaned and the appliance will be reinstalled in their original positions.
 - m. Refrigerator cooling tubes will be brushed and vacuumed.
 - n. The first foot of all exhaust duct work (including stove, dryer and bathroom vents) where accessible, will be vacuumed. Exhaust fans will be vacuumed and wiped
 - o. Unobstructed closet floors will be vacuumed.
 - p. Solid objects (electrical equipment, exercise equipment, etc.) will be wet wiped, moved to allow cleaning of the underlying surface and will be returned to their original location.
 - q. Dishwasher toe plates will be removed and the floor beneath the appliance will be cleaned.
 - r. Baseboard heaters will be cleaned. Protective covers on finned radiant heaters and baseboard heaters will be removed to expose heat elements. Fins are to be brushed and vacuumed to remove dust.
 - s. All cleaning equipment will be vacuumed and/or wet wiped after completion of the cleaning and before removal from the work area.
4. HEPA air filtration devices (AFDs) will run continuously during all cleaning activities, as appropriate given site conditions. AFDs shall be installed and operated to provide a minimum of one air change every 15 minutes. Make up air should be derived from a non-impacted source (i.e. open window or common spaces previously cleaned).
 5. A minimum of one asbestos supervisor shall be present in each building during work.
 6. A Cleaning Checklist (to be developed by EPA) will be completed by the cleaning contractor as tasks are completed to document the progress of the cleaning.
 7. The cleaning contractor shall notify the monitoring contractor immediately upon completion of the cleaning. The Monitoring Contractor will conduct a thorough visual inspection to verify the absence of visible dust accumulations. If dust is observed the cleaning contractor will reclean as necessary at no additional cost.
 8. Air sampling shall be performed by the Monitoring Contractor after the area is free of dust accumulations as determined by the Monitoring Contractor. The residence will be recleaned and retested if the clean-up criteria of 0.0009 fibers/cc (PCME measured by TEM) is not achieved or if determined necessary by EPA. This clean-up criterion may be reevaluated and revised, if determined necessary based on field conditions and analytical limitations.
 9. Any damage or loss that occurs during cleaning is the responsibility of the cleaning contractor. The cleaning contractor is not responsible for damage or loss caused by the acts of third parties not involved in the cleaning activities.

10. Owner/residents may identify and tag certain furnishings (e.g. carpets and fabric covered furniture) for disposal rather than cleaning. Disposal of residents' personal property shall not occur without prior written authorization by the owner.
11. Disposal of all wastes generated during the cleaning shall be the responsibility of the contractor. All waste generated shall be treated as asbestos-containing material (ACM). Transportation and disposal of generated waste shall be in compliance with all applicable rules and regulations.
12. If mold or peeling, flaking or chalking paint is observed in the work area, the cleaning contractor shall immediately contact the Monitoring Contractor.
13. If in-place materials suspected to contain asbestos are observed the Cleaning Contractor shall immediately notify the Monitoring Contractor. The Monitoring Contractor will evaluate the condition of the material to identify damaged, deterioration, delamination, etc. The Cleaning Contractor shall wrap suspect ACM that is in good or excellent condition with 6-mil polyethylene sheeting and seal airtight with duct tape or equivalent method prior to cleaning or air monitoring.
14. In the event that damaged, deteriorated, delaminated, etc. suspected ACM is observed, the Cleaning Contractor will notify the Monitoring Contractor. Cleaning or air monitoring will not proceed in areas where such suspected ACM is observed until instructed otherwise.

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November 21, 2003

Mr. R. Radhakrishnan, P.E., Director
NY City Dept of Environmental Protection
Asbestos Control Program
59-17 Junction Blvd.
Flushing, NY 11373

Send via fax: 718 595-3648

Re: HVAC Payment Discrepancies

Dear Mr. Radhakrishnan,

We are in receipt of your letter dated September 23, 2003, in which you state that items billed for in payment applications 22, 23 and 24 (Baseboard Heaters and Through the Wall HVAC units) are not reimbursable under the terms of the contract.

In your letter, you make reference to a section of the contract that states: The cleaning contractor is responsible for cleaning residences, common space and portions of the HVAC systems identified by the Monitoring Contractor.

Termon Construction Inc. (TCI) has no argument with that reference or condition of the contract. TCI agrees 100% that we are responsible under the terms of the contract for the completion of work as identified in the "scope of work".

TCI disagrees with your determination that the cleaning of baseboard heaters in common spaces is included our base contract work. The Scope of Work A for Residential Spaces specifically identifies under section 3.r. that: "Baseboard heaters will be cleaned. Protective covers on finned radiant heat heaters and baseboard heaters will be removed to expose heat elements. Fins are to be brushed and vacuumed to remove dust." The minimum cleaning requirements for common spaces makes no mention of cleaning baseboard heaters. Although the cleaning of baseboard heaters is included in the cleaning of apartments, it is not included in the cleaning of Common Spaces. TCI negotiated unit prices for cleaning of various HVAC components, including baseboard heaters. It is TCI's position that although we can be directed by the monitoring contractor or EPA to clean baseboard heaters in common spaces, this is outside the base scope of work and compensable under the separately negotiated unit prices.

TCI also disagrees with your determination that the cleaning of Through the Wall HVAC Units in residences is included in our base contract work. The Scope of Work A for Residential Spaces specifically identifies under section 3.h. that: "Intake/discharge registers of HVAC systems (if present) will be removed/cleaned. The first foot of duct work will also be vacuumed; then the registers will be reinstalled and covered with a layer of 6 mil polyethylene sheeting." Section 3.i. states: "Window and room air conditioners will be vacuumed, wet wiped and removed from their housingAir conditioners will be reassembled and reinstalled after cleaning." There is no mention of Through the Wall HVAC Units included in the Scope of Work A, Cleaning of Residential Spaces. Although EPA originally contended that these units were not HVAC units, merely air conditioner, they later changed their position so this should not be part of this discussion. TCI negotiated unit prices for cleaning of various HVAC components, including Through the Wall HVAC Units. It is TCI's position that we can be directed by the monitoring contractor or EPA to clean Through the Wall HVAC units in

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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 ♦**

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