Department of Design and Construction

LAW

PROJECT NO. PW335BS12
THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PROGRAM MANAGEMENT
SAFETY AND SITE SUPPORT
OFFICE OF ENVIRONMENTAL AND GEOTECHNICAL SERVICES
30-30 THOMSON AVENUE
LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE NUMBER (718) 391-1000
WEBSITE www.nyc.gov/buildnyc

BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

BULK SAMPLING AND LABORATORY TESTING IN CONJUNCTION WITH ASBESTOS AND LEAD ABATEMENT AND TE ASSESSMENT OF MOLD WITHIN THE FIVE BOROUGHS OF NEW YORK CITY

VOLUME 1 OF 2

PREPARED BY **THE DIVISION OF PROGRAM MANAGEMENT**
SAFETY AND SITE SUPPORT
OFFICE OF ENVIRONMENTAL AND GEOTECHNICAL SERVICES

JANUARY 2016

Bid Tab

Description	BULK SAMPLING AND LABORATORY TESTING IN CONJUNCTION WITH ASBESTOS AND LEAD ABATEMENT AND ASSESSMENT OF MOLD WITHIN FIVE BOROUGHS OF NYC		
Bid Date	6/24/2016	FMS ID	PW335BS12
Estimated Cost	$350,000.00	Client Agency	DDC
Bid Security	Not Required	PLA	NO
Time Allowed	1095CCD	Contract Manager	Travis Letbetter
Addendum	0	Project Manager	Tanesha Mashburn
PIN	8502016PW0004C	E-PIN	85016B0145
Selective Bidding	☐Yes ☒No	Consultant	N/A

Bid Rank	Vendor	Bid Amount	Security Type
1	KAM CONSULTANTS CORP.	$248,600.00	Not Required
2	WARREN & PANZER ENGINEER, P.C.	$296,175.00	Not Required
3	ABEDAS GLOBAL SOLUTION	$305,400.00	Not Required

Recorder: Brenda Barreiro Ext. 1041 Approver: Lorraine Holley

Department of Design and Construction

DR. FENIOSKY A. PEÑA-MORA
Commissioner

CHARLETTE HAMAMGIAN
Agency Chief
Contracting Officer

August 02, 2016

CERTIFIED MAIL - RETURN RECEIPT REQUEST
KAM CONSULTANTS CORP.
35-40 36th STREET
LONG ISLAND CITY, NY 11106

RE: FMS ID: PW335BS12
E-PIN: 85016B0145001
DDC PIN: 8502016PW0004C
BULK SAMPLING AND LABORATORY TESTING IN CONJUNCTION WITH ASBESTOS AND LEAD ABATEMENT AND ASSESSMENT OF MOLD WITHIN FIVE BOROUGHS OF NYC

NOTICE OF AWARD

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of $248,600.00 submitted at the bid opening on June 24, 2016. Within ten (10) days of your receipt of this notice of award, you are required to take the actions set forth in Paragraphs (1) through (3) below. For your convenience, attached please find a copy of Schedule A of the General Conditions to the Contract, which sets forth the types and amounts of insurance coverage required for this contract.

(1) Execute four copies of the Agreement in the Contracts Unit, 30-30 Thomson Avenue, 1st Floor, Long Island City, New York (IDCNY Building). A Commissioner of Deeds will be available to witness and notarize your signature. The Agreement must be signed by an officer of the corporation or a partner of the firm.

(2) Submit to the Contracts Unit four properly executed performance and payment bonds. If required for this contract, copies of performance and payment bonds are attached.

(3) Submit to the Contracts Unit the following insurance documentation: (a) original certificate of insurance for general liability in the amount required by Schedule A, and (b) original certificates of insurance or other proof of coverage for workers' compensation and disability benefits, as required by New York State Law. The insurance documentation specified in this paragraph is required for registration of the contract with the Comptroller's Office.

Department of Design and Construction

On or before the contract commencement date, you are required to submit all other certificates of insurance and/or policies in the types and amounts required by Schedule A. Such certificates of Insurance and/or policies must be submitted to the Agency Chief Contracting Office, Attention: Risk Manager, Fourth Floor at the above indicated department address.

Your attention is directed to the section of the Information for Bidders entitled "Failure to Execute Contract". As indicated in this section, in the event you fail to execute the contract and furnish the required bonds within the (10) days of your receipt of this notice of award, your bid security will be retained by the City and you will be liable for the difference between your bid price and the price for which the contract is subsequently awarded, less the amount of the bid security retained.

Sincerely,

Michael Shipman

30 - 30 Thomson Ave L.I.C., NY 11101 Telephone: (718) 391-2838 Facsimile: (718) 391-1885 www.nyc.gov/buildnyc

BID FORM
THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PROGRAM MANAGEMENT
SAFETY & SITE SUPPORT
OFFICE OF ENVIRONMENTAL & GEOTECHNICAL SERVICES

BID FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

PROJECT ID: PW335BS12

Name of Bidder: KAM consultants. Corp.

Date of Bid Opening: June 17, 2016

Bidder is: (Check one, whichever applies) Individual ( ) Partnership ( ) Corporation (X)

Place of Business of Bidder: 35-40 36th street, L.I.C., NY 11106

Bidder's Telephone Number: 718-729-1997 Fax Number: 718-729-1876

Bidder's E-Mail Address: george.kouvaros@kamconsultants.com

Residence of Bidder (If Individual): _____

If Bidder is a Partnership, fill in the following blanks:

Names of Partners	Residence of Partners

If Bidder is a Corporation, fill in the following blanks:
Organized under the laws of the State of New York

Name and Home Address of President: George Kouvaros
29 Sunnyvale Rd, Port Washington, NY 11050

Name and Home Address of Secretary: Elizabeth Poulios
29 Sunnyvale Rd, Port Washington, NY 11050

Name and Home Address of Treasurer: N/A

BID FORM

KAM consultants corp.

The above-named Bidder affirms and declares:

1. The said bidder is of lawful age and the only one interested in this bid; and no person, firm or corporation other than hereinbefore named has any interest in this bid, or in the Contract proposed to be taken.

2. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

3. No councilman or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

4. The bidder is not in arrears to the City of New York upon debt or contract or taxes, and is not a defaulter, as surety or otherwise, upon any obligation of the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except as set forth on the Affirmation included in this Bid Booklet.

The bidder hereby affirms that it has paid all applicable City income, excise and other taxes for all years it has conducted business activities in New York City.

5. The bidder, as an individual, or as a member, partner, director or officer of the bidder, if the same be a firm, partnership or corporation, executes this document expressly warranting and representing that should this bid be accepted by the City and the Contract awarded to him, he and his subcontractors engaged in the performance: (1) will comply with the provisions of Section 6-108 of the Administrative Code of the City of New York and the non-discrimination provisions of Section 220a of the New York State Labor Law, as more expressly and in detail set forth in the Agreement; (2) will comply with Section 6-109 of the Administrative Code of the City of New York in relation to minimum wages and other stipulations as more expressly and in detail set forth in the Agreement; (3) have complied with the provisions of the aforesaid laws since their respective effective dates, and (4) will post notices to be furnished by the City, setting forth the requirements of the aforesaid laws in prominent and conspicuous places in each and every plant, factory, building and structure where employees engaged in the performance of the Contract can readily view it, and will continue to keep such notices posted until the supplies, materials and equipment, or work labor and services required to be furnished or rendered by the Contractor have been finally accepted by the City. In the event of any breach or violation of the foregoing, the Contractor may be subject to damages, liquidated or otherwise, cancellation of the Contract and suspension as a bidder for a period of three years. (The words, "the bidder", "he", "his", and "him" where used herein shall mean the individual bidder, firm, partnership or corporation executing this bid).

6. Compliance Report

The bidder, as an individual, or as a member, partner, director, or officer of the bidder, if the same be a firm, partnership, or corporation, (1) represents that his attention has been specifically drawn to Executive Order No. 50, dated, April 25, 1980, on Equal Employment Compliance of the contract, and (2) warrants that he will comply with the provisions of Executive Order No. 50. The Employment Report must be submitted as part of the bid.

The bidder, as an individual, or as a member, partner, director, or officer of the bidder, if the same be a firm, partnership, or corporation, executes this document expressly warranting that he will comply with: (1) the provision of the contract on providing records, Chapter 8.

SCHEDULE OF UNIT PRICES

PART A: ALL INCLUSIVE HOURLY RATES

All Inclusive Hourly Rates for Specified Titles: The bidder shall submit All Inclusive Hourly Rates for all titles listed below. The All Inclusive Hourly Rate for each title shall include the following: (1) all expenses incurred by the Consultant and/or its Subconsultants in the performance of all required services for the Project, (2) all expenses related to management, oversight and quality control procedures, including, without limitation, any time spent by principals performing such duties, (3) all expenses related to overhead and any anticipated profit, (4) all expenses in connection with non-reimbursable services, as set forth in Article 6 of the Contract.

Extended Amount: The bidder shall submit the Extended Amount for each title. The Extended Amount for each title is the All Inclusive Hourly Rate times the Estimated Hours.

Increase: The bidder is advised that the All Inclusive Hourly Rates shall remain in effect for the three (3) year base term of the contract. If the base term is renewed or extended, such Rates shall be increased, as set forth in Article 7 of the Contract.

Item #	Title	All Inclusive Hourly Rate (In Figures)	Estimated Hours	Extended Amount (In Figures)
Title #1	Asbestos Investigator	$46.00	2,600	$119,600.00
Title #2	Lead Inspector / Risk Assessor	$30.00	500	$15,000.00
Title #3	Mold Assessor	$30.00	75	$ 2,250.00

Total Amount for Part A: All Inclusive Hourly Rates for Specified Titles:
$ 136,850.00*
(Addition of Extended Amounts for Titles #1-3)

* The Bidder shall insert the Total Amount for Part A on the Bid Form on Page 8 of the Bid Booklet.

SCHEDULE OF UNIT PRICES

PART A: ALL INCLUSIVE HOURLY RATES

All Inclusive Hourly Rates for Specified Titles: The bidder shall submit All Inclusive Hourly Rates for all titles listed below. The All Inclusive Hourly Rate for each title shall include the following: (1) all expenses incurred by the Consultant and/or its Subconsultants in the performance of all required services for the Project, (2) all expenses related to management, oversight and quality control procedures, including, without limitation, any time spent by principals performing such duties, (3) all expenses related to overhead and any anticipated profit, (4) all expenses in connection with non-reimbursable services, as set forth in Article 6 of the Contract.

Extended Amount: The bidder shall submit the Extended Amount for each title. The Extended Amount for each title is the All Inclusive Hourly Rate times the Estimated Hours.

Increase: The bidder is advised that the All Inclusive Hourly Rates shall remain in effect for the three (3) year base term of the contract. If the base term is renewed or extended, such Rates shall be increased, as set forth in Article 7 of the Contract.

Item #	Title	All Inclusive Hourly Rate (In Figures)	Estimated Hours	Extended Amount (In Figures)
Title #1	Asbestos Investigator	_____	2,600	
Title #2	Lead Inspector / Risk Assessor	_____	500	
Title #3	Mold Assessor	_____	500	

Total Amount for Part A: All Inclusive Hourly Rates for Specified Titles:
$_____*
(Addition of Extended Amounts for Titles #1-3)

* The Bidder shall insert the Total Amount for Part A on the Bid Form on Page 8 of the Bid Booklet.

kam REVISED
Addendum #1 (06-01-16)

SCHEDULE OF UNIT PRICES
PART B: UNIT PRICES FOR TESTING SERVICES

Unit Prices: The bidder shall submit Unit Prices for all items of Testing Services listed below. The Unit Price for each item shall include the following: (1) all expenses incurred by the Consultant and/or its Subconsultant(s) in connection with the performance of the test, (2) all expenses related to providing reports of test results, (3) all expenses related to management, oversight and quality control procedures, (4) all expenses in connection with non-reimbursable services, as set forth in Article 6, and (5) all expenses related to overhead and any anticipated profit.

Extended Amount: In addition to the Unit Price, the bidder shall submit the Extended Amount for each item. The Extended Amount for each item is the Unit Price times the Estimated Quantity.

No Increase: The bidder is advised that the Unit Prices shall remain in effect for the entire term of the contract, including the base term (3 years), the renewal term (1 year) and the extended term (1 year).

TESTING SERVICES FOR BULK SAMPLES AND XRF TESTING

Item #	Description of Item	Analytical Method	Unit Price	Estimate of Quantities	Extended Amount
	(See Article 6)		(In Figures)		(In Figures)
Item # 1 (Article 6.7.5a)	Bulk Sample Analysis for Asbestos by Polarized Light Microscopy (Friable)	ELAP 198.1	$7.00 2 hour (TAT)*	2,500	$17,500.00
Item # 2 (Article 6.7.5a)	Bulk Sample Analysis for Asbestos by Polarized Light Microscopy (Friable)	ELAP 198.1	$6.00 12 hour TAT	1,000	$ 6,000.00
Item # 3 (Article 6.7.5b)	Bulk Sample Analysis for Asbestos by Polarized Light Microscopy (NOB)	ELAP 198.6	$9.50 12 hour TAT	2,500	$23,750.00
Item # 4 (Article 6.7.5c)	Bulk Sample Analysis by Polarized Light Microscopy Method for Identifying & Quantitating Asbestos Sprayed-On Fireproofing Containing Vermiculite Bulk Samples	ELAP 198.8	$ 100.00 4 days TAT	30	$3,000.00
Item # 5 (Article 6.7.5d)	Bulk Sample Analysis for Asbestos by Transmission Electron Microscopy (NOB)	ELAP 198.4	$45.00 12 hour TAT	1,100	$49,500.00
Item # 6 (Article 6.7.5e)	Paint Chip Sample Analysis for LEAD by Flame Atomic Absorption Spectrophotometry	EPA Method 7000B	$20.00 12 hour TAT	100	$2,000.00
Item # 7 (Article 6.7.5f)	Soil Sample Analysis for LEAD by Flame Atomic Absorption Spectrophotometry	EPA Method 7000B	$10.00 2 hour TAT	100	$ 1,000.00
Item # 8 (Article 6.7.5g)	X-Ray Flourescence (XRF) Testing Instrumentation	N/A	$180.00 Per diem	50	$9,000.00

Total Amount for Part B: Unit Prices for Testing Services:

$ 111,750.00 **

(Addition of Extended Amounts for Items #1-8)

** The Bidder shall insert the Total Amount for Part B on the Bid Form on Page 8 of the Bid Booklet.

* **Turn Around Time (TAT)**: TAT means the period of time within which the Consultant must report the results of a test by telephone, as well as by facsimile or email, to the DDC OEGS Representative. Such period of time shall commence when the sample is received in at the laboratory.

SCHEDULE OF UNIT PRICES
PART B: UNIT PRICES FOR TESTING SERVICES

Unit Prices: The bidder shall submit Unit Prices for all items of Testing Services listed below. The Unit Price for each item shall include the following: (1) all expenses incurred by the Consultant and/or its Subconsultant(s) in connection with the performance of the test, (2) all expenses related to providing reports of test results, (3) all expenses related to management, oversight and quality control procedures, (4) all expenses in connection with non-reimbursable services, as set forth in Article 6, and (5) all expenses related to overhead and any anticipated profit.

Extended Amount: In addition to the Unit Price, the bidder shall submit the Extended Amount for each item. The Extended Amount for each item is the Unit Price times the Estimated Quantity.

No Increase: The bidder is advised that the Unit Prices shall remain in effect for the entire term of the contract, including the base term (3 years), the renewal term (1 year) and the extended term (1 year).

TESTING SERVICES FOR BULK SAMPLES AND XRF TESTING

Item #	Description of Item	Analytical Method	Unit Price	Estimate of Quantities	Extended Amount
	(See Article 6)		(In Figures)		(In Figures)
Item # 1 (Article 6.7.5a)	Bulk Sample Analysis for Asbestos by Polarized Light Microscopy (Friable)	ELAP 198.1	2 hour (TAT)*	2,500	
Item # 2 (Article 6.7.5a)	Bulk Sample Analysis for Asbestos by Polarized Light Microscopy (Friable)	ELAP 198.1	12 hour TAT	1,000	
Item # 3 (Article 6.7.5b)	Bulk Sample Analysis for Asbestos by Polarized Light Microscopy (NOB)	ELAP 198.6	12 hour TAT	2,500	
Item # 4 (Article 6.7.5c)	Bulk Sample Analysis by Polarized Light Microscopy Method for Identifying & Quantitating Asbestos Sprayed-On Fireproofing Containing Vermiculite Bulk Samples	ELAP 198.8	4 days TAT	1,100	
Item # 5 (Article 6.7.5d)	Bulk Sample Analysis for Asbestos by Transmission Electron Microscopy (NOB)	ELAP 198.4	12 hour TAT	30	
Item # 6 (Article 6.7.5e)	Paint Chip Sample Analysis for LEAD by Flame Atomic Absorption Spectrophotometry	EPA Method 7000B	12 hour TAT	100	
Item # 7 (Article 6.7.5f)	Soil Sample Analysis for LEAD by Flame Atomic Absorption Spectrophotometry	EPA Method 7000B	2 hour TAT	100	
Item # 8 (Article 6.7.5g)	X-Ray Flourescence (XRF) Testing Instrumentation	N/A	Per diem	50	

Total Amount for Part B: Unit Prices for Testing Service

$_____*

(Addition of Extended Amounts for Items #1

* The Bidder shall insert the Total Amount for Part B on the Bid F

* **Turn Around Time (TAT)**: TAT means the period of time within s of a test by telephone, as well as by facsimile or email, to the DDC OEGS F ence when the sample is received in at the laboratory.

kam REVISED Addendum #2 (06-20-16)

SCHEDULE OF UNIT PRICES
PART B: UNIT PRICES FOR TESTING SERVICES

Unit Prices: The bidder shall submit Unit Prices for all items of Testing Services listed below. The Unit Price for each item shall include the following: (1) all expenses incurred by the Consultant and/or its Subconsultant(s) in connection with the performance of the test, (2) all expenses related to providing reports of test results, (3) all expenses related to management, oversight and quality control procedures, (4) all expenses in connection with non-reimbursable services, as set forth in Article 6, and (5) all expenses related to overhead and any anticipated profit.

Extended Amount: In addition to the Unit Price, the bidder shall submit the Extended Amount for each item. The Extended Amount for each item is the Unit Price times the Estimated Quantity.

No Increase: The bidder is advised that the Unit Prices shall remain in effect for the entire term of the contract, including the base term (3 years), the renewal term (1 year) and the extended term (1 year).

TESTING SERVICES FOR AIR SAMPLES AND DUST WIPE SAMPLES

Item #	Description of Item	Analytical Method	Unit Price	Estimate of Quantities	Extended Amount
	(See Article 6)		(In Figures)		(In Figures)
Item # 1 (Article 6.7.5a)	Bulk Sample Analysis for Asbestos by Polarized Light Microscopy (Friable)	ELAP 198.1	_____ 2 hour (TAT)*		
Item # 2 (Article 6.7.5a)	Bulk Sample Analysis for Asbestos by Polarized Light Microscopy (Friable)	ELAP 198.1	_____ 12 hour TAT		
Item # 3 Article 6.7.5b)	Bulk Sample Analysis for Asbestos by Polarized Light Microscopy (NOB)	ELAP 198.6	_____ 12 hou		
Item # 4 (Article 6.7.5c)	Bulk Sample Analysis by Polarized Light Microscopy Method for Identifying & Quantitating Asbestos Sprayed-On Fireproofing Containing Vermiculite Bulk Samples	ELAP 198			
Item # 5 (Article 6.7.5d)	Bulk Sample Analysis for Asbestos by Transmission Electron Microscopy (NOB)	ELAP 198.4	_____ 12 hour TAT		
Item # 6 (Article 6.7.5e)	Paint Chip Sample Analysis for LEAD by Flame Atomic Absorption Spectrophotometry	EPA Method 700B	_____ 12 hour TAT		
Item # 7 (Article 6.7.5f)	Soil Sample Analysis for LEAD by Flame Atomic Absorption Spectrophotometry	EPA Method 700B	_____ 2 hour TAT		
Item # 8 (Article 6.7.5g)	X-Ray Flourescence (XRF) Testing Instrumentation	N/A	_____ Per diem		

kam REVISED
Addendum #1 (06-01-16)

Total Amount for Part B: Unit Prices for Testing Services:

$_____*

(Addition of Extended Amounts for Items #1-8)

* The Bidder shall insert the Total Amount for Part B on the Bid Form on Page 8 of the Bid Booklet.

* **Turn Around Time (TAT):** TAT means the period of time within which the Consultant must report the results of a test by telephone, as well as by facsimile or email, to the DDC OEGS Representative. Such period of time shall commence when the sample is received in at the laboratory.

BID FORM

PROJECT ID: PW335BS12

TOTAL BID PRICE: In the space provided below, the Bidder shall indicate the following: (1) Total Amount for Part A: All Inclusive Hourly Rates for Specified Titles, (2) Total Amount for Part B: Unit Price for Testing Services, and (3) Total Bid Price. The Total Bid Price is the addition of the Total Amount for Part A (Page 7-a) and the Total Amount for Part B (Page 7a-b). The Total Bid Price will be used for the purpose of comparing bids and determining the low bidder. The contract will be awarded to the lowest responsive and responsible bidder for a Total Not to Exceed Amount of $350,000.00. Such total amount includes an Allowance for Reimbursable Services in the amount of $10,000.00. Payment for all required services will be in accordance with the Schedule of Unit Prices.

A. **PART A:** The Bidder shall insert the Total Amount for Part A: All Inclusive Hourly Rates for Specified Titles set forth on Page 7-a.

Total Amount for Part A: $136,850.00

B. **PART B:** The Bidder shall insert the Total Amount for Part B: Unit Prices for Testing Services set forth on Page 7-b.

Total Amount for Part B: $111,750.00

TOTAL BID PRICE (Add A + B)
(a/k/a BID PROPOSAL) $248,600.00

BB 6/24/16

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: KAM consultants corp.

By: _____
(Signature of Partner or corporate officer)

Elizabeth Paulios

Attest: Secretary of Corporate Bidder
(Corporate Seal)

Affidavit on the following page should be subscribed
and sworn to before a Notary Public

BID FORM (TO BE NOTARIZED)

****

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

STATE OF NEW YORK, COUNTY OF _____ ss:

_____ being duly sworn says:
I am the person described in and who executed the foregoing bid, and the several matters therein stated are in all respects true.

_____
(Signature of the person who signed the Bid)

Subscribed and sworn to before me this
_____ day of_____, _____

_____
Notary Public

****

AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP

STATE OF NEW YORK, COUNTY OF _____ ss:

I am a member of _____ being duly sworn says:
_____ the firm described in and which executed the foregoing bid. I subscribed the name of the firm thereto on behalf of the firm, and the several matters therein stated are in all respects true.

_____
(Signature of Partner who signed the Bid)

Subscribed and sworn to before me this
_____ day of_____, _____

_____
Notary Public

****

AFFIDAVIT WHERE BIDDER IS A CORPORATION

STATE OF NEW YORK, COUNTY OF Queens ss:

I am the President of the above named corporation whose name is George Kouvaros being duly sworn says:
executed the foregoing bid. I reside at 29 Sunnyvale Road, Port Washington, NY 11050
I have knowledge of the several matters therein stated, and they are in all respects true.

_____
(Signature of Corporate Officer who signed the Bid)

Subscribed and sworn to before me this
16 day of June, 2016

_____
Notary Public

PADILLA MARTELL ELISA A
Notary Public -State of New York
No:01PA6271376
Qualified in Queens County
My commission expires 10/29/20 16

AFFIRMATION

The undersigned bidder affirms and declares that said bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except None

(If none, the bidder shall insert the word "None" in the space provided above.)

Full Name of Bidder: KAM consultants corp.
Address: 35-40 36th street
City LIC. State New York Zip Code 11106

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

/ / A - Individual or Sole Proprietorship*
SOCIAL SECURITY NUMBER

/ / B - Partnership, Joint Venture or other unincorporated organization
EMPLOYER IDENTIFICATION NUMBER

/✓/ C- Corporation
EMPLOYER IDENTIFICATION NUMBER
11-3068255

By: _____
Signature

Title: President

If a corporation, place seal here

This affirmation must be signed by an officer or duly authorized representative.
*Under the Federal Privacy Act the furnishing of Social Security Numbers by bidders on City contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder's disqualification. Social Security Numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws, as well as to provide the City a means of identifying of businesses which seek City contracts.

BIDDER'S CERTIFICATION OF COMPLIANCE WITH

IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the proposer submits the following certification:

[*Please Check One*]

BIDDER'S CERTIFICATION

☒ By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

☐ I am unable to certify that my name and the name of the proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: Queens New York

06/16/2016

SIGNATURE

George Kouvaros

PRINTED NAME

President

TITLE

Sworn to before me this

16th day of June 2016

Notary Public

PADILLA MARTELL ELISA A
Notary Public -State of New York
No:01PA6271376
Qualified in Queens County
My commission expires 10/29/2016

Project ID. PW335BS12

SAFETY QUESTIONNAIRE

The bidder must include, with its bid, all information requested on this Safety Questionnaire. Failure to provide a completed and signed Safety Questionnaire at the time of bid opening may result in disqualification of the bid as non-responsive.

1. Bidder Information:

Company Name: KAM consultants corp.

DDC Project Number: PW335BS12

Company Size: _____ Ten (10) employees or less

X Greater than ten (10) employees

Company has previously worked for DDC X YES _____ NO

2. Type(s) of Construction Work

TYPE OF WORK	LAST 3 YEARS	THIS PROJECT
General Building Construction		
Residential Building Construction		
Nonresidential Building Construction		
Heavy Construction, except building		
Highway and Street Construction		
Heavy Construction, except highways		
Plumbing, Heating, HVAC		
Painting and Paper Hanging		
Electrical Work		
Masonry, Stonework and Plastering		
Carpentry and Floor Work		
Roofing, Siding, and Sheet Metal		
Concrete Work		
Specialty Trade Contracting		
Asbestos Abatement		
Other (specify) Environmental	X	X

3. Experience Modification Rate:

The Experience Modification Rate (EMR) is a rating generated by the National Council of Compensation Insurance (NCCI). This rating is used to determine the contractor's premium for worker's compensation insurance. The contractor may obtain its EMR by contacting its insurance broker or the NCCI. If the contractor cannot obtain its EMR, it must submit a written explanation as to why.

_____

The Contractor must indicate its Intrastate and Interstate EMR for the past three years. [Note: For contractors with less than three years of experience, the EMR will be considered to be 1.00].

YEAR	INTRASTATE RATE	INTERSTATE RATE
*Please see attached		

If the Intrastate and/or Interstate EMR for any of the past three years is greater than 1.00, the contractor must attach, to this questionnaire, a written explanation for the rating and identify what corrective action was taken to correct the situation resulting in that rating.

4. OSHA Information:

____ YES X NO Contractor has received a willful violation issued by OSHA or New York City Department of Buildings (NYCDOB) within the last three years.

____ YES X NO Contractor has had an incident requiring OSHA notification within 8 hours (all work-related fatalities) or an incident requiring OSHA notification within 24 hours (all work-related impatient hospitalizations, all amputations and all losses of an eye).

The Occupational Safety and Health Act (OSHA) of 1970 requires employers with ten or more employees, on a yearly basis to complete and maintain on file the form entitled "Log of Work-related Injuries and Illnesses". This form is commonly referred to as the OSHA 300 Log (OSHA 200 Log for 2001 and earlier).

The OSHA 300 Log must be submitted for the last three years for contractors with more than ten employees.

The Contractor must indicate the total number of hours worked by its employees, as reflected in payroll records for the past three years.

The contractor must submit the Incident Rate for Lost Time Injuries (the Incident Rate) for the past three years. The Incident Rate is calculated in accordance with the formula set forth below. For each given year, the total number of incidents is the total number of non-fatal injuries and illnesses reported on the OSHA 300 Log. The 200,000 hours represents the equivalent of 100 employees working forty hours a week, fifty weeks per year.

$$\text{Incident Rate} = \frac{\text{Total Number of Incidents X 200,000}}{\text{Total Number of Hours Worked by Employees}}$$

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
* Please see enclosed OSHA for 2013, 2014 & 2015		

Project ID. _____

If the contractor's Incident Rate for any of the past three years is one point higher than the Incident Rate for the type of construction it performs (listed below), the contractor must attach, to this questionnaire, a written explanation for the relatively high rate.

General Building Construction	8.5
Residential Building Construction	7.0
Nonresidential Building Construction	10.2
Heavy Construction, except building	8.7
Highway and Street Construction	9.7
Heavy Construction, except highways	8.3
Plumbing, Heating, HVAC	11.3
Painting and Paper Hanging	6.9
Electrical Work	9.5
Masonry, Stonework and Plastering	10.5
Carpentry and Floor Work	12.2
Roofing, Siding, and Sheet Metal	10.3
Concrete Work	8.6
Specialty Trade Contracting	8.6

5. Safety Performance on Previous DDC Project(s)

___ YES X NO Contractor previously audited by the DDC Office of Site Safety.

DDC Project Number(s): _____, _____, _____

___ YES X NO Accident on previous DDC Project(s).

DDC Project Number(s): _____, _____, _____

___ YES X NO Fatality or Life-altering Injury on DDC Project(s) within the last three years. [Examples of a life-altering injury include loss of limb, loss of a sense (e.g., sight, hearing), or loss of neurological function].

DDC Project Number(s): _____, _____, _____

Date: 06-16-16 By: _____

(Signature of Owner, Partner, Corporate Officer)

Title: President

Chatham Agency Inc.

P.O. Box 387 • Fort Washington, PA 19034 • 215-628-9910 • Fax 215-628-9920

June 13, 2016

Kam Consultants Corp.
35-40 36th Street
Long Island City, NY 11106-

Dear George:

I'm writing in follow-up to your request to advise your current and previous Interstate/Intrastate experience modification rate for the State of New York.

Please be advised of the following:

02/14	11-12	.94
02/14	12-13	.93
02/14	13-14	.93
02/14	14-15	.94
02/14	15-16	.90

If you have any questions or if I can be of further assistance, please feel free to contact our office.

Respectfully,

Patricia Winder
Sr. Commercial Underwriter

OSHA's Form 300
Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2013

U.S. Department of Labor
Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name KAM CONSULTANTS

City LONG ISLAND CITY State NEW YORK

Identify the person				Describe the case		Classify the case										
						Using these categories, check ONLY the most serious result for each case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:				
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained at work		On job transfer or restriction (days)	Away from work (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	All other illnesses
								Job transfer or restriction	Other record-able cases							
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)
					Page totals	0	0	0	0	0	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

	Injury	Skin Disorder	Respiratory Condition	Poisoning	All other illnesses
	(1)	(2)	(3)	(4)	(5)

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A
Summary of Work-Related Injuries and Illnesses

Year 2013

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days of job transfer or restriction	Total number of days away from work
0	0
(K)	(L)

Injury and Illness Types

Total number of...

	(M)		
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) All other illnesses	0
(3) Respiratory Condition	0		

Establishment information

Your establishment name KAM CONSULTANTS CORP.

Street 35-40 36TH STREET

City LONG ISLAND CITY State NY Zip 11106

Industry description (e.g., Manufacture of motor truck trailers)
ENVIRONMENTAL CONSULTING AND LABORATORY

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

___ ___ ___ ___

Employment information

Annual average number of employees 27

Total hours worked by all employees last year 42,000

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

GEORGE KOUVARAS — Company executive

PRESIDENT — Title

718 729-1997 — Phone

6/16/16 — Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

OSHA's Form 300
Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2014

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name KAM CONSULTANTS

City LONG ISLAND CITY State NEW YORK

Identify the person				Describe the case		Classify the case										
						Using these categories, check ONLY the most serious result for each case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:				
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained at work		On job transfer or restriction (days)	Away from work (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	All other illnesses
						(G)	(H)	Job transfer or restriction (I)	Other record-able cases (J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)
					Page totals	0	0	0	0	0	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

	Injury	Skin Disorder	Respiratory Condition	Poisoning	All other illnesses
	(1)	(2)	(3)	(4)	(5)

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A
Summary of Work-Related Injuries and Illnesses

Year 2014

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days of job transfer or restriction	Total number of days away from work
0	0
(K)	(L)

Injury and Illness Types

Total number of...

(M)			
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) All other illnesses	0
(3) Respiratory Condition	0		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name KAM CONSULTANTS CORP.

Street 35-40 36TH STREET

City LONG ISLAND CITY State NY Zip 11106

Industry description (e.g., Manufacture of motor truck trailers)
ENVIRONMENTAL CONSULTING AND LABORATORY

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

Employment information

Annual average number of employees 33

Total hours worked by all employees last year 52,000

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

GEORGE KOUVARAS — Company executive

PRESIDENT — Title

718 729-1997 — Phone

6/16/16 — Date

OSHA's Form 300
Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2015

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name KAM CONSULTANTS

City LONG ISLAND CITY State NEW YORK

Identify the person				Describe the case		Classify the case										
						Using these categories, check ONLY the most serious result for each case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:				
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained at work		On job transfer or restriction (days)	Away from work (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	All other illnesses
								Job transfer or restriction	Other record-able cases							
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)
					Page totals	0	0	0	0	0	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Injury (1) | Skin Disorder (2) | Respiratory Condition (3) | Poisoning (4) | All other illnesses (5)

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A
Summary of Work-Related Injuries and Illnesses

Year 2015

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days of job transfer or restriction	Total number of days away from work
0	0
(K)	(L)

Injury and Illness Types

Total number of...

(M)			
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) All other illnesses	0
(3) Respiratory Condition	0		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name KAM CONSULTANTS CORP.

Street 35-40 36TH STREET

City LONG ISLAND CITY State NY Zip 11106

Industry description (e.g., Manufacture of motor truck trailers)
ENVIRONMENTAL CONSULTING AND LABORATORY

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

Employment information

Annual average number of employees 40

Total hours worked by all employees last year 59,000

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

GEORGE KOUVARAS — Company executive

PRESIDENT — Title

718 729-1997 — Phone

6/16/16 — Date

A. PROJECT REFERENCES – SIMILAR CONTRACTS COMPLETED BY THE BIDDER

List all contracts substantially completed within the last 4 years similar to the contract being awarded, up to a maximum of 10, in descending order of date of substantial completion.

Project & Location	Contract Type	Contract Amount ($000)	Date Completed	Owner Reference & Tel. No. / Email address	Architect/Engineer Reference & Tel. No. / Email address if different from owner
Various projects in New York City performing Asbestos surveys, asbestos bulk sampling and analysis	PW335BS10	$500,000.00	01/2010	NYC Department of Design and Construction	Sandra Roberto Deputy Director (718) 391-3151
Various projects in New York City performing Asbestos surveys, asbestos bulk sampling and analysis	PW335BS09R	$389,950.00	09/2008	NYC Department of Design and Construction	Sandra Roberto Deputy Director (718) 391-3151
Emergency Air Monitoring and Bulk Sampling and Analysis Services at Breezy Point Queens	BP-AIR-01	$188,940.00	02/2014	NYC Department of Environmental Protection	Steven Camaiore (718) 595-4424
Various projects in NYC performing asbestos surveys & design, asbestos lead, pcb's bulk sampling analysis / air monitoring	C000012711	$4,500,000.00	11/2015	NYC School Construction Authority - NYC - SCA	April Alberghini (718) 472-8596
Various projects in NYC performing asbestos surveys & design, asbestos lead, pcb's bulk sampling analysis / air monitoring	C000011655	$6,000,000.00	01/2013	NYC School Construction Authority - NYC - SCA	April Alberghini (718) 472-8596
Various projects in New York City performing Asbestos surveys, asbestos bulk sampling and analysis	PW335BS10R	$250,000.00	06/2012	NYC Department of Design and Construction	Sandra Roberto Deputy Director (718) 391-3151
Various projects in New York City performing Asbestos surveys, asbestos bulk sampling and analysis	20079700420	$1,882,693.40	06/2012	NYC Board of Education	Franklin Palmer 718 361-3813

A. PROJECT REFERENCES – SIMILAR CONTRACTS COMPLETED BY THE BIDDER

List all contracts substantially completed within the last 4 years similar to the contract being awarded, up to a maximum of 10, in descending order of date of substantial completion.

Project & Location	Contract Type	Contract Amount ($000)	Date Completed	Owner Reference & Tel. No. / Email address	Architect/Engineer Reference & Tel. No. / Email address if different from owner
Various projects in New York City performing Asbestos surveys, asbestos bulk sampling and analysis	2009007052	$800,000.00	09/2012	NYC Department of Citywide Administration Services	Michael VanderWerff (212)386-0303
Various projects in New York City performing Asbestos surveys, asbestos bulk sampling and analysis	6017286	$1,169,100.00	01/2012	New York City Housing Authority - NYCHA	Alvin Olivera 718-707-5733
Various projects in New York City performing Asbestos surveys, asbestos bulk sampling and analysis	20070018284	$422,525.00	11/2012	NYC Fire Department	NelsonPharreaux

B. PROJECT REFERENCES – CONTRACTS CURRENTLY UNDER CONSTRUCTION BY THE BIDDER

List all contracts currently under construction even if they are not similar to the contract being awarded.

Project & Location	Contract Type	Contract Amount ($000)	Subcontracted to Others ($000)	Uncompleted Portion ($000)	Date Scheduled to Complete	Owner Reference, Tel. No. & Email address	Architect/ Engineer Reference, Tel. No. & Email address if different from owner
Various projects in New York City performing asbestos project/air monitoring and analysis	PW335AS19	$4,058,070.00	$ 0.00	$2,325,952.30	03/25/16*	NYC Department of Design and Construction	Sandra Roberto Deputy Director (718) 391-3151
Various projects in New York City performing asbestos project/air monitoring and analysis	PW335AS20	$4,000,000.00	$ 0.00	$ 0.00	06/01/18	NYC Department of Design and Construction	Sandra Roberto Deputy Director (718) 391-3151
Various projects in NYC performing asbestos surveys, asbestos bulk sampling and analysis	PW335BS11	$350,000.00	$ 0.00	$ 108,309.00	08/13/16	NYC Department of Design and Construction	Sandra Roberto Deputy Director (718) 391-3151
Various projects in NYC performing asbestos surveys, asbestos bulk sampling and analysis	20159573311	$8,824,800.00	$ 0.00	$8,565,674.25	05/01/20	NYC Board of Education	Franklin Palmer (718)361-3813
Various projects in NYC performing asbestos surveys, asbestos bulk sampling and analysis	4600002823	$1,000,000.00	$ 0.00	$994,035.00	0731/18	NY Power Authority	Manuel Hamalian (914) 287-3493
Various projects in NYC performing asbestos surveys, asbestos bulk sampling and analysis	EDC-5710001	$4,582,000.00	$ 0.00	$397,775.00	02/17/17	NYC Economic Development Corporation / HRO	McHughes Anokwuru (212)615-8016

B. PROJECT REFERENCES – CONTRACTS CURRENTLY UNDER CONSTRUCTION BY THE BIDDER

List all contracts currently under construction even if they are not similar to the contract being awarded.

Project & Location	Contract Type	Contract Amount ($000)	Subcontracted to Others ($000)	Uncompleted Portion ($000)	Date Scheduled to Complete	Owner Reference, Tel. No. & Email address	Architect/ Engineer Reference, Tel. No. & Email address if different from owner
Various projects in NYC performing asbestos surveys, asbestos bulk sampling and analysis	201554018161	$600,000.00	$ 0.00	$563,944.00	02/05/18	NYC Department of Citywide Administration Services	Michael VanderWerff (212)386-0303

C. PROJECT REFERENCES – PENDING CONTRACTS NOT YET STARTED BY THE BIDDER

List all contracts awarded to or won by the bidder but not yet started.

Project & Location	Contract Type	Contract Amount ($000)	Date Scheduled to Start	Owner Reference, Tel No. & Email address	Architect/Engineer Reference, Tel. No.& Email address if different from owner
Air Monitoring and Bulk Sampling Analysis for Lead and Asbestos at Various NYC Department of Correction Correctional Facilities	072201519EHS	$555,200.00	-	City of New York Department of Corrections	Kareem Alibocas 718-546-0689

VENDEX COMPLIANCE

(A) **Vendex Fees:** Pursuant to Procurement Policy Board Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the VENDEX system, including the Vendor Name Check process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The contractor shall also be required to pay the applicable required fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be deducted from payments made to the contractor under the contract. For contracts with an estimated value of less than or equal to $1,000,000, the fee will be $175 per Vendor Name Check review. For contracts with an estimated value of greater than $1,000,000, the fee will be $350 per Vendor Name Check review.

(B) **Confirmation of Vendex Compliance:** The Bidder shall submit this Confirmation of Vendex Compliance to the Department of Design and Construction, Contracts Section, 30-30 Thomson Avenue – First Floor, Long Island City, NY 11101.

Bid Information: The Bidder shall complete the bid information set forth below.

Name of Bidder: KAM Consultants Corp.
Bidder's Address: 35-40 36th Street, LIC, NY 11106
Bidder's Telephone Number: 718-729-1997
Bidder's Fax Number: 718-729-1876
Date of Bid Opening: June 17, 2016
Project ID: PW355B512

Vendex Compliance: To demonstrate compliance with Vendex requirements, the Bidder shall complete either Section (1) or Section (2) below, whichever applies.

(1) **Submission of Vendex Questionnaires to MOCS:** By signing in the space provided below, the Bidder certifies that as of the date specified below, the Bidder has submitted Vendex Questionnaires to the Mayor's Office of Contract Services, Attn: VENDEX, 253 Broadway, 9th Floor, New York, New York 10007.

Date of Submission: _____

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

(2) **Submission of Certification of No Change to DDC:** By signing in the space provided below, the Bidder certifies that it has read the instructions in a "Vendor's Guide to Vendex" and that such instructions do not require the Bidder to submit Vendex Questionnaires. The Bidder has completed **TWO ORIGINALS** of the Certification of No Change set forth on the next page of this Bid Booklet.

By: _____
(Signature of Partner or corporate officer)

Print Name: George Kouvaros

DIRECTIONS: Please execute two originals (both with original signature).
Please forward directly to the agency (not M.O.C.S.).

Certificate of No Change Form

NYC
Mayor's Office of Contract Services

- Please submit two completed forms. Copies will not be accepted.
- Please send both copies to the agency that requested it, unless you are advised to send it directly to the Mayor's Office of Contract Services (MOCS).
- A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
- A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges

I, George Kouvaras, being duly sworn, state that I have read
Enter Your Name

and understand all the items contained in the vendor questionnaire and any submission of change as identified on page one of this form and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) and any submission of change identified on page two of this form have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that the City of New York will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Questionnaire *This section is required.*

This refers to the vendor questionnaire(s) submitted for the vendor doing business with the City.

Name of Submitting Entity: KAM Consultants Corp.

Vendor's Address: 35-40 36th street, LIC, NY 11106

Vendor's EIN or TIN: 11-3068255 Requesting Agency: NYC-DDC

Are you submitting this Certification as a parent? (Please circle one) (Yes) No

Signature date on the last full vendor questionnaire signed for the submitting vendor: 05-12-15

Signature date on change submission for the submitting vendor: _____

Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.

NYC Mayor's Office of Contract Services

	Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
1	George Kouvaros	05-12-15	
2	Elizabeth Poulios	05-12-15	
3			
4			
5			
6			

☐ Check if additional changes were submitted and attach a document with the date of additional submissions.

Certification *This section is required.*

This form must be signed and notarized. Please complete this twice. Copies will not be accepted.

Certified By:

George Kouvaros
Name (Print)

President
Title

KAM consultants corp.
Name of Submitting Entity

Signature 06-16-16 *Date*

Notarized By:

Notary Public Queens *County License Issued* 01PA6271376 *License Number*

Sworn to before me on: 06-16-16
Date

PADILLA MARTELL ELISA A
Notary Public -State of New York
No:01PA6271376
Qualified in Queens County
My commission expires 10/29/20 16

The City of New York Department of Small Business Services
Division of Labor Services Contract Compliance Unit
110 William Street, New York, New York 10038
Phone: (212) 513 – 6323
Fax: (212) 618-8879

Date 06-16-16 File Number _____

LESS THAN 50 EMPLOYEES CERTIFICATE
(Supply and Services Contracts Only)

Your contractual relationship in this contract is: Prime contractor X Subcontractor ____

Are you currently certified as one of the following? Please check yes or no:

MBE Yes ___ No X WBE Yes ___ No X LBE Yes ___ No X

DBE Yes ___ No X EBE Yes ___ No X

If you are certified as an MBE, WBE, LBE, EBE or DBE, what city/state agency are you certified with?

_____

Please check one of the following if your firm would like information on how to certify with the City of New York as a:

___Minority Owned Business Enterprise ___Locally based Business Enterprise

X Women Owned Business Enterprise ___Emerging Business Enterprise

___Disadvantaged Business Enterprise

KAM Consultants Corp. — Company Name
11-3068255 — Employer Identification Number or Federal Tax I.D

35-40 36th Street, LIC, NY 11106 — Company Address and Zip Code
george.kouvaros@kamconsultants.com — E-Mail Address

George Kouvaras — Chief Operating Officer
718-729-1997 — Telephone Number

—
Prime Contractor (if Subcontractor) Contact Person Contracting Agency

Description of proposed contract: Bulk sampling and Laboratory Testing in conjuction with Asbestos and Lead Abatement and the Assessment of Mold within the Five Boroughs of NYC

Are you a Union contractor? Yes ____ No X If yes, please list which local(s) you affiliated with

_____

Are you a Veteran owned company? Yes ____ No X

Revised 8/13
FOR OFFICIAL USE ONLY: File No._____

8502016PW0004
Procurement Identification Number (PIN)

Contract Registration Number (CT#)

$350,000.00
Contract Amount

Block and Lot Number
(ICIP/ICAP projects only)

I, (print name of authorized official signing) George Kouvaros hereby certify that I am authorized by the above-named contractor to certify that said contractor currently employs 37 people. This affirmation is made in accordance with NYC Charter Chapter 56, Executive Order No. 50 (1980) and the implementing Rules.

Willful or fraudulent falsifications of any data or information submitted herewith may result in the termination of the contract between the City and the bidder or contractor and in disapproval of future contracts for a period of up to five years. Further, such falsification may result in civil and/and or criminal prosecution.

Signature of authorized official	Title	Date
	President	06-16-16

Only original signatures accepted.

Sworn to before me this 16th day of June 2016

Notary Public	Authorized Signature	Date
		06-16-16

PADILLA MARTELL ELISA A
Notary Public -State of New York
No.01PA6271376
Qualified in Queens County
My commission expires 10/29/2016

Revised 8/13
FOR OFFICIAL USE ONLY: File No._____

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PROGRAM MANAGEMENT
SAFETY AND SITE SUPPORT
OFFICE OF ENVIRONMENTAL AND GEOTECHNICAL SERVICES

DATE: June 01, 2016

ADDENDUM No. 1

PROJECT NUMBER: PW335BS12
PROJECT TITLE: BULK SAMPLING AND LABORATORY TESTING IN CONJUNCTION WITH ASBESTOS AND LEAD ABATEMENT AND THE ASSESSMENT OF MOLD WITHIN THE FIVE BOROUGHS OF NEW YORK CITY

THIS ADDENDUM IS ISSUED FOR THE PURPOSE OF AMENDING THE REQUIREMENTS OF THE BID AND CONTRACT DOCUMENTS AND IS HEREBY PART OF THE SAID BID AND CONTRACT DOCUMENTS TO THE SAME EXTENT AS THOUGH IT WERE INCLUDED THEREIN.
The Contract is amended as set forth below:

Bid Booklet Volume 1 of 2 to be revised as follows:

1. **Delete Cover Page of Volume 1 of 2 and replace with attached cover page of Volume 1 of 2.**
2. **Delete Pages 7a and 7b and replace with attached Pages 7a and 7b**

By signing the space provided below, the bidder acknowledges receipt of this Addendum.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-2200, or by fax at (718) 391-2615.

Jean M. Jean-Louis
Director

KAM Consultants Corp.
Name of Bidder

By:

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PROGRAM MANAGEMENT
SAFETY AND SITE SUPPORT
OFFICE OF ENVIRONMENTAL AND GEOTECHNICAL SERVICES

DATE: June 20, 2016

ADDENDUM No. 2

PROJECT NUMBER: PW335BS12
PROJECT TITLE: BULK SAMPLING AND LABORATORY TESTING IN CONJUNCTION WITH ASBESTOS AND LEAD ABATEMENT AND THE ASSESSMENT OF MOLD WITHIN THE FIVE BOROUGHS OF NEW YORK CITY

THIS ADDENDUM IS ISSUED FOR THE PURPOSE OF AMENDING THE REQUIREMENTS OF THE BID AND CONTRACT DOCUMENTS AND IS HEREBY PART OF THE SAID BID AND CONTRACT DOCUMENTS TO THE SAME EXTENT AS THOUGH IT WERE INCLUDED THEREIN.

The Contract is amended as set forth below:

Bid Booklet, Volume 1 of 2 to be revised as follows:

1. **Delete Page 3 and replace with attached Page 3-R**
2. **Delete Page 7b and replace with attached Page 7b-R**

Information For Bidders, Agreement and Scope of Services, Volume 2 of 2 to be revised as follows:

3. **Delete Exhibit A page, 27 and replace with attached Exhibit A page 27-R**

By signing the space provided below, the bidder acknowledges receipt of this Addendum.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-2200, or by fax at (718) 391-2615.

Jean M. Jean-Louis
Director

KAM Consultants Corp.
Name of Bidder

By:

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CHATHAM AGENCY INC.
PO Box 387
Fort Washington PA 19034-

CONTACT NAME:
PHONE (A/C, No, Ext): (215) 628-9910
FAX (A/C, No): (215) 628-9920
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Starr Indemnity & Liability Co.	38318
INSURER B: NY State Insurance Fund	
INSURER C: Wesco Insurance Co.	25011
INSURER D: Hanover Insurance Company	22292
INSURER E:	
INSURER F:	

INSURED
Kam Consultants Corp.
35-40 36th Street
Long Island City NY 11106-

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Includes Pollution GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	Y	Y	1000065857161	08/19/2016 / / / / / / / / / /	08/19/2017 / / / / / / / / / /	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 50,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS	Y	Y	WPP 0063625 01	08/19/2016 / / / / / / / /	08/19/2017 / / / / / / / /	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB X CLAIMS-MADE DED RETENTION $	Y	Y	1000336672161 Includes Professional	08/19/2016 / / / /	08/19/2017 / / / /	EACH OCCURRENCE AGGREGATE Each Occ// Aggregate	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Q 1144 377-7	02/14/2016 / / / / / /	02/14/2017 / / / / / /	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A D	Professional Liability Valuable Papers			1000065857161 RHYA678462	08/19/2016 07/22/2016	08/19/2017 07/22/2017	Occurrence/Aggregalge Coverage Limit:	2,000,000 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Contract# PW335BS12- Bulk Sampling and Laboratory Tesing within the Five Boroughs of the City of New York. - New York City Department of Design and Construction and the City of New York, including its officials and employees are included as additional insureds as required by written contract.

CERTIFICATE HOLDER
(718) 391-1501 (718) 391-1885
New York City Department of
Design & Construction
30-30 Thomson Avenue
Long Island City NY 11101-

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CITY OF NEW YORK

CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

Chatham Agency Inc.
[Name of broker or agent (typewritten)]

P.O. Box 387, Ft. Washington, Pa. 19034
[Address of broker or agent (typewritten)]

pat_chathamagencyinc@verizon.net
[Email address of broker or agent (typewritten)]

215-628-9910 - 215-628-9920
[Phone number/Fax number of broker or agent (typewritten)]

[Signature of authorized official, broker, or agent]

Patricia Winder, President
[Name and title of authorized official, broker, or agent (typewritten)]

State of Pennsylvania)
) ss.:
County of Montgomery)

Sworn to before me this 12th day of August 2016

NOTARY PUBLIC FOR THE STATE OF Pennsylvania

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
William James Winder, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires March 17, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

New York State – Department of Labor
Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

KAM Consultants Corporation

35-40 36th Street

Long Island Cty, NY 11106

FILE NUMBER: 99-0898
LICENSE NUMBER: 28659
LICENSE CLASS: RESTRICTED
DATE OF ISSUE: 10/21/2015
EXPIRATION DATE: 10/31/2016

Duly Authorized Representative – George Kouvaras:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Eileen M. Franko, Director
For the Commissioner of Labor

SH 432 (8/12)

New York State – Department of Labor
Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

KAM Consultants Corporation

35-40 36th Street

Long Island City, NY 11106

FILE NUMBER: 99-0898
LICENSE NUMBER: 2865
LICENSE CLASS: RESTRICTED
DATE OF ISSUE: 09/25/2014
EXPIRATION DATE: 10/31/2015

Duly Authorized Representative – George Kouvaras:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Eileen M. Franko, Director
For the Commissioner of Labor

SH 432 (8/12)

New York State – Department of Labor
Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

KAM Consultants Corporation

35-40 36th Street

Long Island City, NY 11106

FILE NUMBER: 99-0898
LICENSE NUMBER: 28659
LICENSE CLASS: RESTRICTED
DATE OF ISSUE: 09/19/2013
EXPIRATION DATE: 10/31/2014

Duly Authorized Representative – George Kouvaras:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Eileen M. Franko, Acting Director
For the Commissioner of Labor

SH 432 (8/12)

New York State – Department of Labor
Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

KAM Consultants Corporation

35-40 36th Street

Long Island City, NY 11106

FILE NUMBER: 99-0898
LICENSE NUMBER: 28659
LICENSE CLASS: RESTRICTED
DATE OF ISSUE: 09/20/2012
EXPIRATION DATE: 10/31/2013

Duly Authorized Representative – George Kouvaras:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Eileen M. Franko, Acting Director
For the Commissioner of Labor

SH 432 (8/12)

NEW YORK STATE - DEPARTMENT OF LABOR
DIVISION OF SAFETY AND HEALTH
LICENSE AND CERTIFICATE UNIT
STATE CAMPUS BUILDING 12
ALBANY, NY 12240

ASBESTOS HANDLING LICENSE

KAM Consultants Corporation

35-40 36th Street

Long Island City, NY 11106

FILE NUMBER: 99-0898
LICENSE NUMBER: 28659
LICENSE CLASS: RESTRICTED
DATE OF ISSUE: 09/20/2011
EXPIRATION DATE: 10/31/2012

Duly Authorized Representative – George Kouvaras

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Maureen A. Cox

Maureen A. Cox, Director
FOR THE COMMISSIONER OF LABOR

SH 432 (4-07)

NEW YORK STATE - DEPARTMENT OF LABOR
DIVISION OF SAFETY AND HEALTH
LICENSE AND CERTIFICATE UNIT
STATE CAMPUS BUILDING 12
ALBANY, NY 12240

ASBESTOS HANDLING LICENSE

KAM Consultants Corporation

35-40 36th Street

Long Island City, NY 11106

FILE NUMBER: 99-0898
LICENSE NUMBER: 28659
LICENSE CLASS: RESTRICTED
DATE OF ISSUE: 09/15/2010
EXPIRATION DATE: 10/31/2011

Duly Authorized Representative – George Kouvaras:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Maureen A. Cox

Maureen A. Cox, Director
FOR THE COMMISSIONER OF LABOR

SH 432 (4-07)

NEW YORK STATE - DEPARTMENT OF LABOR
DIVISION OF SAFETY AND HEALTH
LICENSE AND CERTIFICATE UNIT
STATE CAMPUS BUILDING 12
ALBANY, NY 12240

ASBESTOS HANDLING LICENSE

KAM Consultants Corporation
35-40 36th Street
Long Island Cty, NY 11106

FILE NUMBER: 99-0898
LICENSE NUMBER: 28659
LICENSE CLASS: RESTRICTED
DATE OF ISSUE: 10/07/2009
EXPIRATION DATE: 10/31/2010

Duly Authorized Representative – George Kouvaras:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Maureen A. Cox

Maureen A. Cox, Director
FOR THE COMMISSIONER OF LABOR

SH 432 (4-07)

United States Environmental Protection Agency

This is to certify that

KAM Consultants Corp.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

New York

This certification is valid from the date of issuance and expires July 27, 2018

NY-2192-5

Certification #

April 22, 2015

Issued On

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

United States Environmental Protection Agency

This is to certify that

KAM Consultants Corp.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

New York

This certification is valid from the date of issuance and expires July 27, 2015

NY-2192-3

Certification #

FEB 29 2012

Issued On

John Gorman, Chief

Pesticides & Toxic Substances Branch

United States Environmental Protection Agency

This is to certify that

KAM Consultants Corp.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402(a)(1), and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226.

In the Jurisdiction of:

New York

This certification is valid from the date of issuance and expires July 27, 2012

NY-2192-2

Certification #

OCT 14 2008

Issued On

Kenneth S. Stoller, P.E., QEP, DEE, Chief

Pesticides & Toxic Substances Branch

United States Environmental Protection Agency

This is to certify that

KAM Consultants Corp.

35-40 36th St., Long Island City, New York 11106

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402(a)(1), and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226.

In the Jurisdiction of:

New York

This certification is valid from the date of issuance and expires July 27, 2009

NY-2192-1

Certification #

OCT 20 2005

Issued On

Kenneth S. Stoller, P.E., QEP, DEE, Chief

Pesticides & Toxic Substances Branch

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2017
Issued April 01, 2016
Revised June 08, 2016

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. GEORGE KOUVARAS
KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106

NY Lab Id No: 11273

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual
	EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual
Asbestos-Vermiculite-Containing Material	Item 198.8 of Manual
ad in Dust Wipes	EPA 7000B
d in Paint	EPA 7000B

Sample Preparation Methods

	EPA 3050B
	ASTM E-1979-12

ial No.: 54852

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2017
Issued April 01, 2016

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. GEORGE KOUVARAS
KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106

NY Lab Id No: 11273

is hereby APPROVED as an Environmental Laboratory in conformance with the National Environmental Laboratory Accreditation Conference Standards (2003) for the category ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved analytes are listed below:

Characteristic Testing		Sample Preparation Methods
TCLP	EPA 1311	EPA 3050B
		EPA 3550C
Metals I		
Barium, Total	EPA 7000B	
Cadmium, Total	EPA 7000B	
[illegible]d, Total	EPA 7000B	
[illegible]el, Total	EPA 7000B	
Silver, Total	EPA 7000B	
Metals II		
Arsenic, Total	EPA 7010	
Mercury, Total	EPA 7471B	
Selenium, Total	EPA 7010	
Petroleum Hydrocarbons		
Oil and Grease Total Recoverable (HEM)	EPA 9071B (Solvent:Hexane)	
Polychlorinated Biphenyls		
PCB-1016	EPA 8082A	
PCB-1221	EPA 8082A	
PCB-1232	EPA 8082A	
PCB-1242	EPA 8082A	
PCB-1248	EPA 8082A	
PCB-1254	EPA 8082A	
PCB-1260	EPA 8082A	
PCB-1262	EPA 8082A	
PCB-1268	EPA 8082A	
PCBs in Oil	ASTM D4059-91,00, e05	

[illegible] No.: 54205

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2016
Issued April 01, 2015

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. GEORGE KOUVARAS
KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106

NY Lab Id No: 11273

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual
	EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual
Asbestos-Vermiculite-Containing Material	Item 198.8 of Manual
ad in Dust Wipes	EPA 7000B
d in Paint	EPA 7000B

Sample Preparation Methods

	EPA 3050B
	ASTM E-1644-04

al No.: 52297

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2016
Issued April 01, 2015
Revised November 16, 2015

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. GEORGE KOUVARAS
KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106

NY Lab Id No: 11273

is hereby APPROVED as an Environmental Laboratory in conformance with the National Environmental Laboratory Accreditation Conference Standards (2003) for the category ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved analytes are listed below:

Characteristic Testing	
TCLP	EPA 1311
Metals I	
Barium, Total	EPA 7000B
Cadmium, Total	EPA 7000B
Lead, Total	EPA 7000B
Nickel, Total	EPA 7000B
Silver, Total	EPA 7000B
Metals II	
Arsenic, Total	EPA 7010
Mercury, Total	EPA 7471B
Selenium, Total	EPA 7010
Petroleum Hydrocarbons	
Oil and Grease Total Recoverable (HEM)	EPA 9071B (Solvent:Hexane)
Polychlorinated Biphenyls	
PCB-1016	EPA 8082A
PCB-1221	EPA 8082A
PCB-1232	EPA 8082A
PCB-1242	EPA 8082A
PCB-1248	EPA 8082A
PCB-1254	EPA 8082A
PCB-1260	EPA 8082A
PCB-1262	EPA 8082A
PCB-1268	EPA 8082A
PCBs in Oil	ASTM D4059-91,00, e05

Sample Preparation Methods

EPA 3050B
EPA 3550C

Serial No.: 53452

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2015
Issued April 01, 2014
Revised May 19, 2014

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. GEORGE KOUVARAS
KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106

NY Lab Id No: 11273

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
.All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual
	EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual
Lead in Dust Wipes	EPA 7000B
Lead in Paint	EPA 7000B

Sample Preparation Methods

	EPA 3050B
	ASTM E-1644-04

Serial No.: 51216

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2015
Issued April 01, 2014

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. GEORGE KOUVARAS
KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106

NY Lab Id No: 11273

is hereby APPROVED as an Environmental Laboratory in conformance with the National Environmental Laboratory Accreditation Conference Standards (2003) for the category . ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved analytes are listed below:

Characteristic Testing		Sample Preparation Methods
TCLP	EPA 1311	EPA 3050B
		EPA 3550C
Metals I		
Barium, Total	EPA 7000B	
Cadmium, Total	EPA 7000B	
Chromium, Total	EPA 7000B	
Lead, Total	EPA 7000B	
Nickel, Total	EPA 7000B	
Silver, Total	EPA 7000B	
Metals II		
Arsenic, Total	EPA 7010	
Mercury, Total	EPA 7471B	
Selenium, Total	EPA 7010	
Petroleum Hydrocarbons		
Oil and Grease Total Recoverable (HEM	EPA 9071B (Solvent:Hexane)	
Polychlorinated Biphenyls		
PCB-1016	EPA 8082A	
PCB-1221	EPA 8082A	
PCB-1232	EPA 8082A	
PCB-1242	EPA 8082A	
PCB-1248	EPA 8082A	
PCB-1254	EPA 8082A	
PCB-1260	EPA 8082A	
PCBs in Oil	ASTM D4059-91,00, e05	

Serial No.: 50550

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2014
Issued April 01, 2013

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. GEORGE KOUVARAS
KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106

NY Lab Id No: 11273

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	EPA 600/M4/82/020
	Item 198.1 of Manual
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual
Lead in Dust Wipes	EPA 7000B
Lead in Paint	EPA 7000B

Sample Preparation Methods

	APP. 14.2, HUD JUNE 1995
	EPA 3050B

Serial No.: 48577

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2014
Issued April 01, 2013

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. GEORGE KOUVARAS
KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106

NY Lab Id No: 11273

is hereby APPROVED as an Environmental Laboratory in conformance with the National Environmental Laboratory Accreditation Conference Standards (2003) for the category ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved analytes are listed below:

Characteristic Testing		Sample Preparation Methods
TCLP	EPA 1311	EPA 3050B
		EPA 3550C
Metals I		
Barium, Total	EPA 7000B	
Cadmium, Total	EPA 7000B	
Chromium, Total	EPA 7000B	
Lead, Total	EPA 7000B	
Nickel, Total	EPA 7000B	
Silver, Total	EPA 7000B	
Metals II		
Arsenic, Total	EPA 7010	
Mercury, Total	EPA 7471B	
Selenium, Total	EPA 7010	
Petroleum Hydrocarbons		
Oil and Grease Total Recoverable (HEM EPA 9071B (Solvent:Hexane)		
Polychlorinated Biphenyls		
PCB-1016	EPA 8082A	
PCB-1221	EPA 8082A	
PCB-1232	EPA 8082A	
PCB-1242	EPA 8082A	
PCB-1248	EPA 8082A	
PCB-1254	EPA 8082A	
PCB-1260	EPA 8082A	
PCBs in Oil	ASTM D4059-91.00, e05	

Serial No.: 48576

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2013
Issued April 1, 2012

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. GEORGE KOUVARAS
KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106

NY Lab Id No: 11273

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	EPA 600/M4/82/020
	Item 198.1 of Manual
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual
Lead in Dust Wipes	EPA 7000B
Lead in Paint	EPA 7000B

Sample Preparation Methods

	APP. 14.2, HUD JUNE 1995
	EPA 3050B

Serial No.: 46294

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2013
Issued April 02, 2012
Revised January 29, 2013

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. GEORGE KOUVARAS
KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106

NY Lab Id No: 11273

is hereby APPROVED as an Environmental Laboratory in conformance with the National Environmental Laboratory Accreditation Conference Standards (2003) for the category ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved analytes are listed below:

Characteristic Testing		Sample Preparation Methods
TCLP	EPA 1311	EPA 3050B
		EPA 3550C
Metals I		
Barium, Total	EPA 7000B	
Cadmium, Total	EPA 7000B	
Chromium, Total	EPA 7000B	
Lead, Total	EPA 7000B	
Nickel, Total	EPA 7000B	
Silver, Total	EPA 7000B	
Metals II		
Arsenic, Total	EPA 7010	
Mercury, Total	EPA 7471B	
Selenium, Total	EPA 7010	
Petroleum Hydrocarbons		
Oil and Grease Total Recoverable (HEM EPA 9071B (Solvent:Hexane)		
Polychlorinated Biphenyls		
PCB-1016	EPA 8082A	
PCB-1221	EPA 8082A	
PCB-1232	EPA 8082A	
PCB-1242	EPA 8082A	
PCB-1248	EPA 8082A	
PCB-1254	EPA 8082A	
PCB-1260	EPA 8082A	
PCBs in Oil	ASTM D4059-91,00, e05	

Serial No.: 47916

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2012
Issued April 01, 2011
Revised April 14, 2011

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. GEORGE KOUVARAS
KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106

NY Lab Id No: 11273
EPA Lab Code: NY01308

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	EPA 600/M4/82/020
	Item 198.1 of Manual
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	ITEM 198.4 OF MANUAL
Lead in Dust Wipes	EPA 7000B
Lead in Paint	EPA 7000B

Sample Preparation Methods

	APP. 14.2, HUD JUNE 1995
	EPA 3050B

Serial No.: 44786

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2012
Issued April 01, 2011
Revised April 14, 2011

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. GEORGE KOUVARAS
KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106

NY Lab Id No: 11273
EPA Lab Code: NY01308

is hereby APPROVED as an Environmental Laboratory in conformance with the National Environmental Laboratory Accreditation Conference Standards for the category ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved analytes are listed below:

Metals I

Barium, Total	EPA 7000B
Cadmium, Total	EPA 7000B
Chromium, Total	EPA 7000B
Lead, Total	EPA 7000B
Nickel, Total	EPA 7000B
Silver, Total	EPA 7000B

Metals II

Arsenic, Total	EPA 7010
Mercury, Total	EPA 7471B
Selenium, Total	EPA 7010

Petroleum Hydrocarbons

Oil & Grease Total Recoverable (HEM)	EPA 9071 (Solvent:Hexane)

Polychlorinated Biphenyls

PCB-1016	EPA 8082A
PCB-1221	EPA 8082A
PCB-1232	EPA 8082A
PCB-1242	EPA 8082A
PCB-1248	EPA 8082A
PCB-1254	EPA 8082A
PCB-1260	EPA 8082A

Sample Preparation Methods

	EPA 1311
	EPA 3050B
	EPA 3550C

Serial No.: 44785

AIHA Laboratory Accreditation Programs, LLC

acknowledges that

KAM Consultants Corporation

35-40 36th St, Long Island City, NY 11106-1337

Laboratory ID: 100269

along with all premises from which key activities are performed, as listed above, has fulfilled the requirements of the AIHA Laboratory Accreditation Programs (AIHA-LAP), LLC accreditation to the ISO/IEC 17025:2005 international standard, *General Requirements for the Competence of Testing and Calibration Laboratories* in the following:

LABORATORY ACCREDITATION PROGRAMS

✓	**INDUSTRIAL HYGIENE**	Accreditation Expires: 08/01/2016
✓	**ENVIRONMENTAL LEAD**	Accreditation Expires: 08/01/2016
☐	**ENVIRONMENTAL MICROBIOLOGY**	Accreditation Expires:
☐	**FOOD**	Accreditation Expires:
☐	**UNIQUE SCOPES**	Accreditation Expires:

Specific Field(s) of Testing (FoT)/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached **Scope of Accreditation**. Continued accreditation is contingent upon successful on-going compliance with ISO/IEC 17025:2005 and AIHA-LAP, LLC requirements. This certificate is not valid without the attached **Scope of Accreditation**. Please review the AIHA-LAP, LLC website (www.aihaaccreditedlabs.org) for the most current Scope.

Gerald R Schultz

Gerald Schultz, CIH
Chairperson, Analytical Accreditation Board

Cheryl O. Morton

Cheryl O. Morton
Managing Director, AIHA Laboratory Accreditation Programs, LLC

Revision 14: 03/26/2014

Date Issued: 07/31/2014

AIHA

Laboratory Accreditation Programs, LLC

AIHA Laboratory Accreditation Programs, LLC

acknowledges that

KAM Consultants Corporation

35-40 36th St, Long Island City, NY 11106-1337

Laboratory ID: 100269

along with all premises from which key activities are performed, as listed above, has fulfilled the requirements of the AIHA Laboratory Accreditation Programs (AIHA-LAP), LLC accreditation to the ISO/IEC 17025:2005 international standard, *General Requirements for the Competence of Testing and Calibration Laboratories in* the following:

LABORATORY ACCREDITATION PROGRAMS

✓	**INDUSTRIAL HYGIENE**	Accreditation Expires: 07/01/2014
✓	**ENVIRONMENTAL LEAD**	Accreditation Expires: 07/01/2014
☐	**ENVIRONMENTAL MICROBIOLOGY**	Accreditation Expires:
☐	**FOOD**	Accreditation Expires:

Specific Field(s) of Testing (FoT)/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached **Scope of Accreditation**. Continued accreditation is contingent upon successful on-going compliance with ISO/IEC 17025:2005 and AIHA-LAP, LLC requirements. This certificate is not valid without the attached **Scope of Accreditation**. Please review the AIHA-LAP, LLC website (www.aihaaccreditedlabs.org) for the most current Scope.

S. D. Allen Iske, PhD, CIH, CSP
Chairperson, Analytical Accreditation Board

Cheryl O. Morton

Cheryl O. Morton
Managing Director, AIHA Laboratory Accreditation Programs, LLC

Revision 12: 03/29/2012

Date Issued: 06/29/2012

AIHA

Laboratory Accreditation Programs, LLC

AIHA Laboratory Accreditation Programs, LLC

acknowledges that

KAM Consultants Corporation

35-40 36th Sreet, Long Island City, NY 11106-1337

Laboratory ID: 100269

has fulfilled the requirements of the AIHA Laboratory Accreditation Programs (AIHA-LAP), LLC thereby conforming to the ISO/IEC 17025:2005 international standard, *General Requirements for the Competence of Testing and Calibration Laboratories*. The above named laboratory, along with all premises from which key activities are performed, as listed above, have been accredited by AIHA-LAP, LLC in the following:

LABORATORY ACCREDITATION PROGRAMS

√	**INDUSTRIAL HYGIENE**	Accreditation Expires: July 01, 2012
√	**ENVIRONMENTAL LEAD**	Accreditation Expires: July 01, 2012
❑	**ENVIRONMENTAL MICROBIOLOGY**	Accreditation Expires:
❑	**FOOD**	Accreditation Expires:

Specific Field(s) of Testing (FoT)/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached **Scope of Accreditation**. Continued accreditation is contingent upon successful on-going compliance with AIHA-LAP, LLC requirements. This certificate is not valid without the attached **Scope of Accreditation**. Please review the AIHA-LAP, LLC website (www.aihaaccreditedlabs.org) for the most current scope of accreditation.

Dave Sandusky

Dave Sandusky, CIH
Chairperson, Analytical Accreditation Board

Date Issued: 07/01/2010

United States Department of Commerce
National Institute of Standards and Technology

NVLAP®

Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 102047-0

KAM Consultants

Long Island City, NY

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2016-07-01 through 2017-06-30

Effective Dates

DEPARTMENT OF COMMERCE · UNITED STATES OF AMERICA

For the National Voluntary Laboratory Accreditation Program

United States Department of Commerce
National Institute of Standards and Technology

Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 102047-0

KAM Consultants

Long Island City, NY

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

BULK ASBESTOS FIBER ANALYSIS

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2015-07-01 through 2016-06-30

Effective dates

For the National Institute of Standards and Technology

United States Department of Commerce
National Institute of Standards and Technology

NVLAP®

Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 102047-0

KAM Consultants

Long Island City, NY

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

BULK ASBESTOS FIBER ANALYSIS

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2014-07-01 through 2015-06-30

Effective dates

DEPARTMENT OF COMMERCE ★ UNITED STATES OF AMERICA ★

For the National Institute of Standards and Technology

United States Department of Commerce
National Institute of Standards and Technology

Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 102047-0

KAM Consultants

Long Island City, NY

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

BULK ASBESTOS FIBER ANALYSIS

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2013-07-01 through 2014-06-30

Effective dates

For the National Institute of Standards and Technology

United States Department of Commerce
National Institute of Standards and Technology

Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 102047-0

KAM Consultants

Long Island City, NY

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

BULK ASBESTOS FIBER ANALYSIS

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2012-07-01 through 2013-06-30

Effective dates

For the National Institute of Standards and Technology

United States Department of Commerce
National Institute of Standards and Technology

NVLAP®

Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 102047-0

KAM Consultants

Long Island City, NY

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

BULK ASBESTOS FIBER ANALYSIS

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2011-07-01 through 2012-06-30

Effective dates

DEPARTMENT OF COMMERCE ★ UNITED STATES OF AMERICA ★

Sally S. Bruce

For the National Institute of Standards and Technology

INTRODUCTORY STATEMENT

KAM Consultants Corporation (KAM) is pleased to submit this proposal to New York City Department of Design and Construction, Division of Program Management Safety and Site Support, Office of Environmental and Geotechnical Services for Bulk Sampling and Laboratory Testing in Conjunction with Asbestos and Lead Abatement and the Assessment of Mold within the Five Boroughs of the New York City.

KAM, incorporated in the State of New York in 1991, is a privately held, full services environmental consulting and testing firm specializing in a variety of services designed to identify, manage and minimize risk associated with environmental liabilities, including asbestos, lead based paint and mold. KAM's offices are located at a privately owned facility at 35-40 36th Street in Long Island City, NY 11106. KAM has the experience, licensed personnel and laboratory facilities to provide the NYC-DDC with high quality professional asbestos services.

Over the last twenty-five years, KAM has successfully completed literally thousands of environmental projects concentrating in asbestos surveys, air monitoring, project design and management and has successfully held dozens of multi-million dollar contracts with public agencies, including the NYC School Construction Authority, the NYC Department of Education, the NYC Department of Design and Construction, the NYC Housing Recovery Operations (over 5,500 asbestos building surveys), the NYS Power Authority, the US General Services Administration, and many others.

KAM is unique in its ability to provide full services in asbestos project planning and design, facilities survey, abatement project design and management, analytic services consultations and reporting in a vertically integrated company that utilizes its own fully accredited laboratory facilities and operates on a 24/7 basis throughout the year.

KAM is capable of providing services on a routine and/or an emergency basis. Our standard response time is two hours and the laboratory is ready for immediate turn-around analysis. The Laboratory is equipped with state of the art instrumentation providing fast, accurate, and cost effective results to our clients. Multiple microscopes (PLM & PC M) coupled with in-house TEM service engineering for the analysis of the environmental asbestos samples, and Atomic Absorption Spectrophotometry (AAS) for the analysis of the environmental lead samples, insure fast and, most importantly, uninterrupted sample turnaround times. The Laboratory is accredited by the New York State Department of Health (ELAP ID # 11273), the United States Department of Commerce (NVLAP ID# 102047), and the American Industrial Hygiene Association (AIHA ID# 100269) to perform a broad range of analytical services including asbestos, lead, metals and many others.

With our staff of certified environmental engineers along with state of the art equipped laboratory we are capable of providing NYC-DDC a wide array of environmental consulting services, and we are confident to successfully execute assignments of any size, the Authority may elect to award us.

Asbestos

KAM Consultants (KAM) is heavily involved in surveying buildings for asbestos problems, developing management plans, preparing abatement specifications, and overseeing their proper removal as Project Manager for the building owner. More specific, KAM's Asbestos Management Services include:

- **Asbestos Hazard Assessments/Building Surveys** - KAM's EPA AHERA Certified and/or State licensed Building Inspectors conducted asbestos surveys prior to real estate transfers, renovations, or demolition of buildings. Our Inspections include an inventory of accessible building areas to determine the presence of suspect asbestos containing materials. Documentation includes estimates as to linear/square footages of each suspect building material, its condition, accessibility, friability and potential for fiber release. Analysis of suspect asbestos containing material samples is performed in KAM's AIHA/NIST Accredited Environmental Science Laboratory. Building inspection reports include detailed recommended response actions and cost estimates for abatement by an EPA Certified Designer or Management Planner.

- **Abatement Project Specifications** - KAM's project design team prepares project specifications, which contain an explicit, detailed scope of work, directives and required procedures for remediation. KAM can also prepare a list of qualified bidders, mediate pre-bid meetings/site inspections, assist with the bid review/contractor selection, and supervise of the pre-construction meeting. KAM utilizes CADD in the production of all design drawings and has been actively working with CADD systems for over fifteen years. Our drawing output sources include laser printers, color plotters and electrostatic plotters. KAM's CADD operators are very experienced and capable of completing complex design projects.

Lead

Lead poisoning continues to be one of the leading causes of severe health damage to small children. As a result, HUD Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing were promulgated. These guidelines established protocol for testing of painted substrates for lead, performance of lead risk assessments and required the abatement of lead-based paint equal to or greater than 1.0 mg/cm^2 and/or 0.5% of lead by weight. KAM's Lead Based Paint Management Services include:

- **Building Surveys -** KAM utilizes portable XRF analyzers to perform non-destructive sampling/analysis of painted substrates for comparison with HUD criteria. Where inconclusive readings are found, paint chip samples are collected for confirmation purposes. All painted and varnished components are evaluated within units and common areas.

- **Risk Assessments** – If lead based paint is detected, a visual inspection for deterioration/damage, current condition assessment as well as surface wipe sampling for possible lead contamination is performed. Individual wipe samples are collected utilizing HUD protocol from window sills, window wells and floors. Soil samples are also collected from bare soil areas.

Mold

Concern about indoor exposure to mold has been increasing as the public becomes aware that exposure to mold can cause a variety of health effects and symptoms. KAM Consultants assists clients in both private and public sector with mold hazard related services, such as the following:

- **Mold Inspection** – KAM's trained professionals performed a visual examination of the structure's environmental condition to assess water and mold damage. Existing mold damage is evaluated and the building is thoroughly investigated to locate the sources of water/moisture that may be causing mold to grow. Substrate materials are identified and bulk samples are collected if Asbestos presence is suspected. Swab samples and or air samples are collected for fungal identification.

- **Remediation** – KAM oversees Mold Remediation activities ensuring proper procedures, adequate area preparation, decontamination system and PPE are utilized. KAM records a detailed management inspection logs and reports of activities during the course of the abatement operation. If any of the affected substrates are identified as Asbestos Containing Material, KAM will design detailed scope of work, directives and required procedures for remediation.

XRF

In addition **KAM Consultants Corp.** shall utilize its own Niton XL-300A XRF lead detection equipment.

Equipment information below:

Name of Manufacturer:	Niton
Model:	XLP 300A
Serial Number:	13528
Age of Radioactivity Source:	1 year 5 months
Concentration of lead in milligrams per square centimeter:	0.1 milligrams

Qualifications and Experience

KAM Consultants has successfully completed various environmental services projects, within the last twenty-five years, concentrating in asbestos and lead projects, thus providing the Firm with the necessary experience, documented successful record, credentials and insurance to guarantee that projects of any size are performed safely, legally and cost effectively. Because of our excellent record of completing complex projects, we have developed on-going consulting relationships with many public and government agencies including the NYC Department of Design and Construction (DDC), NYC Housing Authority (NYCHA), NYC School Construction Authority (SCA), NYC Department of Citywide Administration Services (DCAS), NYC Board of Education and many large-scale Construction Management Firms such as Hill International, Bovis Lend Lease and Kreisler Borg Florman among many others.

No sub-consultants or sub-contractors will be used for this contract since KAM Consultants has the ability to complete efficiently any range of projects the Authority may elect to award us.

Among a wide array of environmental services that we continuously provide to our clients, we have the expertise and experience in the following:

List of Similar Projects

For over two decades KAM Consultants have been providing top quality service to the City and government agencies, large-scale construction management firms as well as private clients. A number of the projects that were successfully completed by KAM Consultants were similar to this contract in size, scope of work and type of services to be performed. Successful execution of those contracts proves that our firm is qualified and has access to sufficient resources in order to fulfill the requirements of this environmental services contract.

The following are a few references to the projects that KAM Consultants has successfully completed in a recent time:

I. Client: **NYC Department of Design and Construction (NYCDDC)**
30-30 Thomson Avenue, 5th Floor
Long Island City, NY 11101

For the last twenty years KAM has been in continuous long-term environmental services contracts with NYCDDC. The scope of work in those contracts is to provide sampling and laboratory analysis of bulk asbestos suspect materials, asbestos inspection/investigation, project abatement design, project monitoring during abatement work, specializing in asbestos and lead based paint hazard management. Services were provided in facilities such as Libraries, Schools, Hospitals, Fire Departments, Police Precincts and others, within the five boroughs of New York City. Many services were provided on an emergency status such as *Exterior Air Monitoring after Hurricane Sandy, Tavern on the Green, Shifting*

Operations of WTC Debris etc. requiring immediate mobilization and analytical services. Our in-house Laboratory was fully capable of providing all analytical services and strict turnarounds pertaining to those contracts.

II. Client: NYC School Construction Authority (NYCSCA)
30-30 Thomson Avenue
Long Island City, NY 11101

For over eight years KAM Consultants provided continuous long-term environmental services contract to the NYCSCA. The scope of work involved inspection, investigation, air/project monitoring and laboratory analytical services for asbestos and lead in various school facilities throughout New York City. Many, if not all of the services provided, were extremely time sensitive and were on immediate turnaround basis. All work areas involved were schools that were occupied by children, which required immediate re-occupancy for classes. All work during this period was performed in a timely matter and fulfilled efficiently. Our in-house laboratory provided all necessary analytical services pertaining to the contract.

III. Client: NYC Department of Education (NYC-DOE)
44-36 Vernon Boulevard
Long Island City, NY 11101

KAM Consultants provided consulting services to the NYC Department of Education for the last three years. During this period KAM performed various environmental services work. The scope of work involved inspection, investigation, air/project monitoring and laboratory analytical services for asbestos, and lead in the various school facilities throughout New York City. Many of the services provided were extremely time sensitive and were on immediate turnaround basis, since the bulk of the work areas involved schools that were occupied by children which required immediate re-occupancy for classes. Our in-house laboratory provided all necessary analytical services pertaining to the contract.

IV. Client: NYC Housing Recovery Operations (NYC-HRO)
250 Broadway, 24th Floor
New York, NY 10038

KAM was contracted by the NYCHRO as a consultant to provide asbestos sampling and testing services for the City's Built-it-Back Program involving thousands of private residences that were damaged by Hurricane Sandy. KAM worked alongside architectural and engineering firms and provided all labor, materials, supplies and equipment necessary to perform asbestos bulk surveys and generate asbestos survey reports for over 5,500 properties. KAM's licensed personnel conducted the work and all analyses were performed by KAM's laboratory.

V. Client: **NYC Department of Citywide Administrative Services (DCAS)**
One Centre Street, 16th Floor
New York, NY 10007

Over the past sixteen years, KAM Consultants administrated several long–term environmental services contracts for DCAS. The scope of work involved inspection/investigation, project design, air/project monitoring and laboratory analytical services for asbestos. Services were provided to high-profile buildings such us NYC- City Hall, all Borough Halls, and Court Houses. Especially during 911-disaster period, KAM Consultants performed emergency bulk and air sampling in the agency's various downtown buildings and provided analysis results immediately. Our in-house Laboratory provided all analytical services, pertaining to these jobs.

VI. Client: **U.S. General Services Administration (GSA)**
26 Federal Plaza, Room 16-124
New York, NY 10278

KAM Consultants provided various types of environmental services to GSA. The scope of work involved abatement designs, inspection/investigation, air/project monitoring and laboratory analytical services for asbestos and lead in government buildings. In the year 1999, KAM Consultants supervised and successfully completed a very sensitive project in the Newark Federal Building. The INS Files on the entire floor were accidentally contaminated with asbestos, which had to be decontaminated as soon as possible. Project required continuous 24/7 project/air monitoring and analysis for approximately 9 months. KAM Consultants was also involved in designing a large scale abatement project in various buildings such as 26 Federal Plaza. These projects involved removal and disposal of asbestos containing materials from the entire floor area of approximately 34,000 square feet. Full-scale abatement CAD drawings were generated in support of the abatement designs.

VII. Client: **NYC Housing Authority (NYCHA)**
Technical Services Department
23-02 49th Avenue
Long Island City, NY 11101

KAM Consultants provided consulting services to NYC Housing Authority for the last sixteen years. During this period KAM performed contract work for various environmental services such as inspection, investigation, air/project monitoring and laboratory analytical services for asbestos, mold and lead at various housing developments throughout New York City. Many of the services provided were extremely time sensitive demanding immediate turnarounds, since the majority of the work areas involved tenant occupied buildings. Our in-house laboratory provided all analytical services pertaining to these contracts.

List of contracts completed and ongoing for over five (5) years where measurable performance meeting or exceeding contractual requirements is demonstrated and presented below in tabular format.

Client	Contact Name	Scope of Work	Contract Number	Contract Amount ($)	Completion Date
NYC Department of Design and Construction (DDC)	Sandra Roberto Deputy Director (718) 391-3151	Various Projects in New York City performing Building Survey, Asbestos Bulk Sampling and Analysis	CONTR. # PW335BS11	350,000.00	Ongoing
			CONTR. # PW335BS10R	250,000.00	06/2012
			CONTR. # PW335BS10	500,000.00	01/2010
			CONTR. # PW335BS09R	389,950.00	09/2008
			CONTR. # PW335BS09	250,000.00	06/2007
NYC EDC (Economic Development Corporation) / HRO	McHughes Anokwuru Project Coordinator (212) 615-8016	Various Projects in New York City performing Building Surveys Asbestos Bulk Sampling and Analysis	CONTR. # EDC-5710001	4,582,000.00	Ongoing
NYC Board of Education	Bernard Orlan (718) 361-3808	Various Schools: Survey, Asbestos bulk sampling, air monitoring, analysis, reporting	CONTR.# 20159573311	8,824,800.00	Ongoing
			CONTR.# 200797000420	1,882,693.40	06/2012
NYC Department of Citywide Administration Services (DCAS)	Michael VanderWerff 212-386-0303	Various Projects in New York City performing Asbestos Air Sampling and Analysis	CONTR. #201554018161	600,000.00	Ongoing
			CONTR. # 2009007052	800,000.00	09/2012
			CONTR. # 20050009855	600,000.00	09/2008
NYC School Construction Authority (SCA)	April Alberghini (718) 472-8596	Various Schools: Survey, Asbestos bulk sampling, air monitoring, analysis, reporting	SCA-C000012711	6,000,000.00	01/2013
			SCA-C000011655	4,500,000.00	11/2015
			SCA-C000009705	4,000,000.00	02/2009
NYC Housing Authority (NYCHA)	Alvin Olivera Project Director (718) 707-5733	Various Projects in New York City performing Project/Air Monitoring and Laboratory Analysis	CONTR. # 3005633	1,131,510.00	01-2009
		Asbestos Bulk Analysis throughout the Five Boroughs of NYC	CONTR. # 6017286	1,169,100.00	01/2012
		Asbestos Bulk Analysis throughout the Five Boroughs of NYC	CONTR. # 4022171	203,900.00	07-2007
		Asbestos Bulk Analysis throughout the Five Boroughs of NYC	CONTR. # 6000399	197,470.00	08-2008
	Trina Madison Project Coordiantor (718) 707-5614	Analysis of Lead Dust Wipe Samples various Developments	CONTR. # 8004784	234,400.00	06/2013
		Collection and Analysis of Lead Dust Wipe Samples	CONTR. # 5005888	374,362.00	08-2008
		Collection and Analysis of Lead Dust Wipe Samples	CONTR. # 5005887	249,900.00	12-2007
		Collection and Analysis of Lead Dust Wipe Samples	CONTR. # 5005885	249,600.00	09-2007
		Collection and Analysis of Lead Dust Wipe Samples	CONTR. # 5005884	234,800.00	09-2007
		Collection and Analysis of Lead Dust Wipe Samples	CONTR. # 5014496	21,100.00	07-2009

Client	Contact Name	Scope of Work	Contract Number	Contract Amount ($)	Completion Date
NYC Fire Department	Nelson Pharreaux Contract Contr. Officer (718) 784-6554	Emergency HAZMAT Monitoring and Laboratory Analysis for Air and Bulk sampling	CONTR.# 20070018284	332,185.00	11/2012
		Emergency HAZMAT Monitoring and Laboratory Analysis for Air and Bulk sampling	CONTR. #057030000758	350,000.00	09/2004

Environmental Lead Proficiency Analytical Testing Results

This document contains three sub-reports relating to ELPAT Round 94. The first report contains your organization's results listed per contaminant, per sample. The second report contains your past proficiency data for 2 and 4 rounds respectively (where applicable), and the final report contains summary results for all participants for ELPAT Round 94.

Testing Results for ELPAT Round 94

This part of your report contains your organization's results listed per contaminant, per sample.

Contaminant	Units	#	Result	Reference Value	Lower Limit	Upper Limit	z-Score	Rating
Paint Chips	%	1	0.1491	0.1527	0.1222	0.1833	-0.4	A
	%	2	1.2866	1.3513	1.1483	1.5543	-1.0	A
	%	3	3.4473	3.6693	2.9698	4.3688	-1.0	A
	%	4	0.0336	0.0364	0.0264	0.0464	-0.8	A
Soil	mg/kg	1	48.1	52.9	36.5	69.4	-0.9	A
	mg/kg	2	90.7	98.0	77.4	118.5	-1.1	A
	mg/kg	3	347.5	374.4	306.5	442.4	-1.2	A
	mg/kg	4	258.5	264.7	217.3	312.1	-0.4	A
Dust Wipe	ug	1	154.5	170.6	124.2	217.0	-1.0	A
	ug	2	98.9	105.0	72.5	137.5	-0.6	A
	ug	3	255.9	255.2	189.2	321.2	0.0	A
	ug	4	295.1	314.0	231.7	396.4	-0.7	A

Statistical Analysis Interpretation Note:
Reference value is the mean of the reference group.
Lower limit = reference value - 3 standard deviations; Upper limit = reference value + 3 standard deviations
z-Score = (reported result - reference value)/standard deviation. Note: z-Scores are used to predict trends and to indicate how far a particular score is away from the mean.
A – Acceptable* Analysis; U - Unacceptable Analysis
Both the assigned values and acceptance limits are based on consensus of the reference group. *The acceptability of reported results is based on upper and lower acceptance limits. This is why a reported result may appear unacceptable according to z-Score, but be identified as acceptable.
Any non-participation or non-reporting of PAT data will result in unacceptable results (see PAT Programs Participation Policies, Section 2.1.6.2.).

Environmental Lead Proficiency Analytical Testing Results

This document contains three sub-reports relating to ELPAT Round 93. The first report contains your organization's results listed per contaminant, per sample. The second report contains your past proficiency data for 2 and 4 rounds respectively (where applicable), and the final report contains summary results for all participants for ELPAT Round 93.

Testing Results for ELPAT Round 93

This part of your report contains your organization's results listed per contaminant, per sample.

Contaminant	Units	#	Result	Reference Value	Lower Limit	Upper Limit	z-Score	Rating
Paint Chips	%	1	1.4163	1.4430	1.2528	1.6333	-0.4	A
	%	2	0.0587	0.0621	0.0484	0.0758	-0.7	A
	%	3	0.7328	0.7330	0.6192	0.8468	0.0	A
	%	4	2.9694	3.0440	2.6112	3.4769	-0.5	A
Soil	mg/kg	1	108.4	110.7	89.8	131.7	-0.3	A
	mg/kg	2	49.6	46.1	30.2	61.9	0.7	A
	mg/kg	3	198.9	188.7	152.9	224.4	0.9	A
	mg/kg	4	346.8	370.4	307.9	432.8	-1.1	A
Dust Wipe	ug	1	224.7	234.7	175.2	294.2	-0.5	A
	ug	2	72.7	73.4	53.3	93.6	-0.1	A
	ug	3	118.5	117.6	86.6	148.7	0.1	A
	ug	4	264.7	275.7	209.2	342.2	-0.5	A

Statistical Analysis Interpretation Note:
Reference value is the mean of the reference group.
Lower limit = reference value - 3 standard deviations; Upper limit = reference value + 3 standard deviations
z-Score = (reported result - reference value)/standard deviation. Note: z-Scores are used to predict trends and to indicate how far a particular score is away from the mean.
A – Acceptable* Analysis; U - Unacceptable Analysis
Both the assigned values and acceptance limits are based on consensus of the reference group. *The acceptability of reported results is based on upper and lower acceptance limits. This is why a reported result may appear unacceptable according to z-Score, but be identified as acceptable.
Any non-participation or non-reporting of PAT data will result in unacceptable results (see PAT Programs Participation Policies, Section 2.1.6.2.).

Environmental Lead Proficiency Analytical Testing Results

This document contains three sub-reports relating to ELPAT Round 92. The first report contains your organization's results listed per contaminant, per sample. The second report contains your past proficiency data for 2 and 4 rounds respectively (where applicable), and the final report contains summary results for all participants for ELPAT Round 92.

Testing Results for ELPAT Round 92

This part of your report contains your organization's results listed per contaminant, per sample.

Contaminant	Units	#	Result	Reference Value	Lower Limit	Upper Limit	z-Score	Rating
Paint Chips	%	1	0.9369	0.9627	0.8044	1.1211	-0.5	A
	%	2	3.3196	3.4367	2.6673	4.2060	-0.5	A
	%	3	1.6958	1.7279	1.4621	1.9938	-0.4	A
	%	4	0.0374	0.0416	0.0335	0.0497	-1.6	A
Soil	mg/kg	1	289.9	323.6	267.2	379.9	-1.8	A
	mg/kg	2	203.5	227.7	181.4	274.0	-1.6	A
	mg/kg	3	86.0	90.6	65.7	115.5	-0.6	A
	mg/kg	4	136.1	149.9	110.6	189.3	-1.1	A
Dust Wipe	ug	1	273.6	285.5	212.0	359.1	-0.5	A
	ug	2	131.3	117.5	85.2	149.9	1.3	A
	ug	3	202.1	215.3	152.3	278.2	-0.6	A
	ug	4	65.2	64.9	47.3	82.6	0.1	A

Statistical Analysis Interpretation Note:
Reference value is the mean of the reference group.
Lower limit = reference value - 3 standard deviations; Upper limit = reference value + 3 standard deviations
z-Score = (reported result - reference value)/standard deviation. Note: z-Scores are used to predict trends and to indicate how far a particular score is away from the mean.
A – Acceptable* Analysis; U - Unacceptable Analysis
Both the assigned values and acceptance limits are based on consensus of the reference group. *The acceptability of reported results is based on upper and lower acceptance limits. This is why a reported result may appear unacceptable according to z-Score, but be identified as acceptable.
Any non-participation or non-reporting of PAT data will result in unacceptable results (see PAT Programs Participation Policies, Section 2.1.6.2.).

Environmental Lead Proficiency Analytical Testing Results

This document contains three sub-reports relating to ELPAT Round 91. The first report contains your organization's results listed per contaminant, per sample. The second report contains your past proficiency data for 2 and 4 rounds respectively (where applicable), and the final report contains summary results for all participants for ELPAT Round 91.

Testing Results for ELPAT Round 91

This part of your report contains your organization's results listed per contaminant, per sample.

Contaminant	Units	#	Result	Reference Value	Lower Limit	Upper Limit	z-Score	Rating
Paint Chips	%	1	2.8652	2.7739	2.2152	3.3326	0.5	A
	%	2	1.8515	1.9067	1.4836	2.3298	-0.4	A
	%	3	0.0457	0.0508	0.0363	0.0652	-1.1	A
	%	4	0.6423	0.6841	0.5327	0.8354	-0.8	A
Soil	mg/kg	1	321.5	338.3	279.1	397.6	-0.9	A
	mg/kg	2	131.7	150.9	117.2	184.6	-1.7	A
	mg/kg	3	264.4	280.3	229.4	331.2	-0.9	A
	mg/kg	4	65.0	75.1	56.9	93.4	-1.7	A
Dust Wipe	ug	1	183.9	198.2	145.2	251.2	-0.8	A
	ug	2	320.9	316.2	221.4	411.1	0.1	A
	ug	3	93.6	91.4	63.3	119.5	0.2	A
	ug	4	144.8	143.5	104.1	182.8	0.1	A

Statistical Analysis Interpretation Note:
Reference value is the mean of the reference group.
Lower limit = reference value - 3 standard deviations; Upper limit = reference value + 3 standard deviations
z-Score = (reported result - reference value)/standard deviation. Note: z-Scores are used to predict trends and to indicate how far a particular score is away from the mean.
A – Acceptable* Analysis; U - Unacceptable Analysis
Both the assigned values and acceptance limits are based on consensus of the reference group. *The acceptability of reported results is based on upper and lower acceptance limits. This is why a reported result may appear unacceptable according to z-Score, but be identified as acceptable.
Any non-participation or non-reporting of PAT data will result in unacceptable results (see PAT Programs Participation Policies, Section 2.1.6.2.).

Environmental Lead Proficiency Analytical Testing Results

This document contains three sub-reports relating to ELPAT Round 90. The first report contains your organization's results listed per contaminant, per sample. The second report contains your past proficiency data for 2 and 4 rounds respectively (where applicable), and the final report contains summary results for all participants for ELPAT Round 90.

Testing Results for ELPAT Round 90

This part of your report contains your organization's results listed per contaminant, per sample.

Contaminant	Units	#	Result	Reference Value	Lower Limit	Upper Limit	z-Score	Rating
Paint Chips	%	1	0.0719	0.0765	0.0609	0.0921	-0.9	A
	%	2	2.1976	1.9707	1.5421	2.3993	1.6	A
	%	3	3.3083	3.2701	2.8339	3.7063	0.3	A
	%	4	0.7458	0.7768	0.6365	0.9172	-0.7	A
Soil	mg/kg	1	233.9	238.6	205.9	271.2	-0.4	A
	mg/kg	2	89.0	87.0	65.5	108.4	0.3	A
	mg/kg	3	339.7	351.4	294.0	408.9	-0.6	A
	mg/kg	4	167.0	158.7	132.5	184.9	1.0	A
Dust Wipe	ug	1	200.2	201.6	147.2	256.0	-0.1	A
	ug	2	64.2	62.2	43.7	80.7	0.3	A
	ug	3	304.0	302.1	227.8	376.4	0.1	A
	ug	4	110.0	107.3	79.5	135.2	0.3	A

Statistical Analysis Interpretation Note:
Reference value is the mean of the reference group.
Lower limit = reference value - 3 standard deviations; Upper limit = reference value + 3 standard deviations
z-Score = (reported result - reference value)/standard deviation. Note: z-Scores are used to predict trends and to indicate how far a particular score is away from the mean.
A – Acceptable* Analysis; U - Unacceptable Analysis
Both the assigned values and acceptance limits are based on consensus of the reference group. *The acceptability of reported results is based on upper and lower acceptance limits. This is why a reported result may appear unacceptable according to z-Score, but be identified as acceptable.
Any non-participation or non-reporting of PAT data will result in unacceptable results (see PAT Programs Participation Policies, Section 2.1.6.2.).

Environmental Lead Proficiency Analytical Testing Results

This document contains three sub-reports relating to ELPAT Round 89. The first report contains your organization's results listed per contaminant, per sample. The second report contains your past proficiency data for 2 and 4 rounds respectively (where applicable), and the final report contains summary results for all participants for ELPAT Round 89.

Testing Results for ELPAT Round 89

This part of your report contains your organization's results listed per contaminant, per sample.

Contaminant	Units	#	Result	Reference Value	Lower Limit	Upper Limit	z-Score	Rating
Paint Chips	%	1	0.8217	0.8949	0.7589	1.0309	-1.6	A
	%	2	2.9035	2.9874	2.5042	3.4705	-0.5	A
	%	3	1.5179	1.6223	1.4110	1.8337	-1.5	A
	%	4	0.0610	0.0657	0.0500	0.0814	-0.9	A
Soil	mg/kg	1	323.1	337.7	278.9	396.4	-0.7	A
	mg/kg	2	187.0	197.1	159.7	234.5	-0.8	A
	mg/kg	3	260.8	280.2	231.5	328.9	-1.2	A
	mg/kg	4	57.3	60.3	43.5	77.1	-0.5	A
Dust Wipe	ug	1	137.2	149.3	114.1	184.4	-1.0	A
	ug	2	85.8	84.5	62.3	106.7	0.2	A
	ug	3	184.8	206.7	152.5	260.9	-1.2	A
	ug	4	284.4	304.4	230.5	378.3	-0.8	A

Statistical Analysis Interpretation Note:
Reference value is the mean of the reference group.
Lower limit = reference value - 3 standard deviations; Upper limit = reference value + 3 standard deviations
z-Score = (reported result - reference value)/standard deviation. Note: z-Scores are used to predict trends and to indicate how far a particular score is away from the mean.
A – Acceptable* Analysis; U - Unacceptable Analysis
Both the assigned values and acceptance limits are based on consensus of the reference group. *The acceptability of reported results is based on upper and lower acceptance limits. This is why a reported result may appear unacceptable according to z-Score, but be identified as acceptable.
Any non-participation or non-reporting of PAT data will result in unacceptable results (see PAT Programs Participation Policies, Section 2.1.6.2.).

Environmental Lead Proficiency Analytical Testing Results

This document contains three sub-reports relating to ELPAT Round 88. The first report contains your organization's results listed per contaminant, per sample. The second report contains your past proficiency data for 2 and 4 rounds respectively (where applicable), and the final report contains summary results for all participants for ELPAT Round 88.

Testing Results for ELPAT Round 88

This part of your report contains your organization's results listed per contaminant, per sample.

Contaminant	Units	#	Result	Reference Value	Lower Limit	Upper Limit	z-Score	Rating
Paint Chips	%	1	0.0412	0.0433	0.0324	0.0542	-0.6	A
	%	2	0.6061	0.6108	0.4952	0.7263	-0.1	A
	%	3	2.8982	3.0732	2.5809	3.5656	-1.1	A
	%	4	1.8671	2.0228	1.6069	2.4386	-1.1	A
Soil	mg/kg	1	69.0	71.1	52.3	89.9	-0.3	A
	mg/kg	2	312.7	337.5	281.5	393.4	-1.3	A
	mg/kg	3	163.1	176.2	147.4	205.0	-1.4	A
	mg/kg	4	216.5	248.4	207.8	289.1	-2.4	A
Dust Wipe	ug	1	284.6	302.0	232.5	371.6	-0.8	A
	ug	2	143.5	152.8	115.2	190.4	-0.7	A
	ug	3	194.5	202.2	151.9	252.5	-0.5	A
	ug	4	77.4	84.5	62.1	107.0	-0.9	A

Statistical Analysis Interpretation Note:
Reference value is the mean of the reference group.
Lower limit = reference value - 3 standard deviations; Upper limit = reference value + 3 standard deviations
z-Score = (reported result - reference value)/standard deviation. Note: z-Scores are used to predict trends and to indicate how far a particular score is away from the mean.
A – Acceptable* Analysis; U - Unacceptable Analysis
Both the assigned values and acceptance limits are based on consensus of the reference group. *The acceptability of reported results is based on upper and lower acceptance limits. This is why a reported result may appear unacceptable according to z-Score, but be identified as acceptable.
Any non-participation or non-reporting of PAT data will result in unacceptable results (see PAT Programs Participation Policies, Section 2.1.6.2.).

Environmental Lead Proficiency Analytical Testing Results

This document contains three sub-reports relating to ELPAT Round 87. The first report contains your organization's results listed per contaminant, per sample. The second report contains your past proficiency data for 2 and 4 rounds respectively (where applicable), and the final report contains summary results for all participants for ELPAT Round 87.

Testing Results for ELPAT Round 87

This part of your report contains your organization's results listed per contaminant, per sample.

Contaminant	Units	#	Result	Reference Value	Lower Limit	Upper Limit	z-Score	Rating
Paint Chips	%	1	1.2288	1.2719	1.0389	1.5049	-0.6	A
	%	2	0.0754	0.0745	0.0567	0.0923	0.2	A
	%	3	2.6493	2.8860	2.3789	3.3931	-1.4	A
	%	4	0.8083	0.8413	0.6721	1.0106	-0.6	A
Soil	mg/kg	1	140.8	148.1	124.1	172.0	-0.9	A
	mg/kg	2	226.3	233.8	190.3	277.3	-0.5	A
	mg/kg	3	315.3	342.3	282.5	402.2	-1.4	A
	mg/kg	4	77.4	86.0	66.5	105.5	-1.3	A
Dust Wipe	ug	1	188.0	198.7	141.9	255.5	-0.6	A
	ug	2	60.1	61.5	47.1	75.9	-0.3	A
	ug	3	110.2	127.2	87.6	166.8	-1.3	A
	ug	4	286.2	303.6	227.3	380.0	-0.7	A

Statistical Analysis Interpretation Note:
Reference value is the mean of the reference group.
Lower limit = reference value - 3 standard deviations; Upper limit = reference value + 3 standard deviations
z-Score = (reported result - reference value)/standard deviation. Note: z-Scores are used to predict trends and to indicate how far a particular score is away from the mean.
A – Acceptable* Analysis; U - Unacceptable Analysis
Both the assigned values and acceptance limits are based on consensus of the reference group. *The acceptability of reported results is based on upper and lower acceptance limits. This is why a reported result may appear unacceptable according to z-Score, but be identified as acceptable.
Any non-participation or non-reporting of PAT data will result in unacceptable results (see PAT Programs Participation Policies, Section 2.1.6.2.).

Environmental Lead Proficiency Analytical Testing Results

This document contains three sub-reports relating to ELPAT Round 86. The first report contains your organization's results listed per contaminant, per sample. The second report contains your past proficiency data for 2 and 4 rounds respectively (where applicable), and the final report contains summary results for all participants for ELPAT Round 86.

Testing Results for ELPAT Round 86

This part of your report contains your organization's results listed per contaminant, per sample.

Contaminant	Units	#	Result	Reference Value	Lower Limit	Upper Limit	z-Score	Rating
Paint Chips	%	1	0.6219	0.7072	0.5748	0.8396	-1.9	A
	%	2	3.0414	3.1974	2.6465	3.7483	-0.8	A
	%	3	1.4717	1.5083	1.2172	1.7994	-0.4	A
	%	4	0.0503	0.0543	0.0408	0.0679	-0.9	A
Soil	mg/kg	1	108.9	123.4	97.7	149.1	-1.7	A
	mg/kg	2	75.0	92.5	69.7	115.3	-2.3	A
	mg/kg	3	344.8	372.9	306.1	439.7	-1.3	A
	mg/kg	4	237.4	256.8	211.2	302.3	-1.3	A
Dust Wipe	ug	1	280.3	303.5	224.3	382.7	-0.9	A
	ug	2	182.9	203.0	155.6	250.4	-1.3	A
	ug	3	120.2	126.7	90.0	163.4	-0.5	A
	ug	4	53.4	60.9	42.5	79.3	-1.2	A

Statistical Analysis Interpretation Note:
Reference value is the mean of the reference group.
Lower limit = reference value - 3 standard deviations; Upper limit = reference value + 3 standard deviations
z-Score = (reported result - reference value)/standard deviation. Note: z-Scores are used to predict trends and to indicate how far a particular score is away from the mean.
A – Acceptable* Analysis; U - Unacceptable Analysis
Both the assigned values and acceptance limits are based on consensus of the reference group. *The acceptability of reported results is based on upper and lower acceptance limits. This is why a reported result may appear unacceptable according to z-Score, but be identified as acceptable.
Any non-participation or non-reporting of PAT data will result in unacceptable results (see PAT Programs Participation Policies, Section 2.1.6.2.).

Environmental Lead Proficiency Analytical Testing Results

This document contains three sub-reports relating to ELPAT Round 85. The first report contains your organization's results listed per contaminant, per sample. The second report contains your past proficiency data for 2 and 4 rounds respectively (where applicable), and the final report contains summary results for all participants for ELPAT round 85.

Testing Results for ELPAT Round 85

This part of your report contains your organization's results listed per contaminant, per sample.

Contaminant	Units	#	Result	Reference Value	Lower Limit	Upper Limit	z-Score	Rating
Paint Chips	%	1	1.6781	1.8423	1.5308	2.1539	-1.6	A
	%	2	0.0472	0.0473	0.0359	0.0588	0.0	A
	%	3	0.5418	0.5971	0.5003	0.6939	-1.7	A
	%	4	3.4597	3.6502	2.9907	4.3096	-0.9	A
Soil	mg/kg	1	142.9	149.3	123.5	175.1	-0.7	A
	mg/kg	2	73.7	77.4	56.9	97.8	-0.5	A
	mg/kg	3	329.1	344.1	287.2	401.0	-0.8	A
	mg/kg	4	224.3	241.6	202.6	280.7	-1.3	A
Dust Wipe	ug	1	309.8	309.6	226.8	392.5	0.0	A
	ug	2	132.9	126.8	94.1	159.6	0.6	A
	ug	3	82.5	83.1	63.1	103.0	-0.1	A
	ug	4	208.0	211.6	168.5	254.7	-0.3	A

Statistical Analysis Interpretation Note:
Reference value is the mean of the results of the reference group
Lower limit: reference value - 3 standard deviations
Upper limit: reference value + 3 standard deviations
A – Acceptable* Analysis; U – Unacceptable Analysis
Z – Score = (reported result - reference value)/standard deviation. Note: z-Scores are used to predict trends and to indicate how far a particular score is away from the mean.
Both the assigned values and acceptance limits are based on consensus of the reference group.
*The acceptability of reported results is based on upper and lower performance limits.
Any non-participation or non-reporting of PAT data will result in unacceptable results (See PAT Programs Participation Policies, Section 2.1.6.2.)

Environmental Lead Proficiency Analytical Testing Results

This document contains three sub-reports relating to ELPAT Round 84. The first report contains your organization's results listed per contaminant, per sample. The second report contains your past proficiency data for 2 and 4 rounds respectively (where applicable), and the final report contains summary results for all participants for ELPAT round 84.

Testing Results for ELPAT Round 84

This part of your report contains your organization's results listed per contaminant, per sample.

Contaminant	Units	#	Result	Reference Value	Lower Limit	Upper Limit	z-Score	Rating
Paint Chips	%	1	0.2810	0.2932	0.2423	0.3441	-0.7	A
	%	2	3.2017	3.2977	2.7641	3.8313	-0.5	A
	%	3	0.0785	0.0806	0.0603	0.1009	-0.3	A
	%	4	1.3863	1.4546	1.1764	1.7329	-0.7	A
Soil	mg/kg	1	324.7	331.3	262.8	399.7	-0.3	A
	mg/kg	2	162.4	168.6	139.8	197.4	-0.6	A
	mg/kg	3	197.5	211.1	179.5	242.8	-1.3	A
	mg/kg	4	79.3	86.6	69.1	104.0	-1.2	A
Dust Wipe	ug	1	115.2	126.9	93.2	160.5	-1.0	A
	ug	2	62.1	60.5	42.7	78.2	0.3	A
	ug	3	197.8	194.2	143.5	244.9	0.2	A
	ug	4	296.7	304.6	230.0	379.1	-0.3	A

Statistical Analysis Interpretation Note:
Reference value is the mean of the results of the reference group
Lower limit: reference value - 3 standard deviations
Upper limit: reference value + 3 standard deviations
A – Acceptable* Analysis; U – Unacceptable Analysis
Z – Score = (reported result - reference value)/standard deviation. Note: z-Scores are used to predict trends and to indicate how far a particular score is away from the mean.
Both the assigned values and acceptance limits are based on consensus of the reference group.
*The acceptability of reported results is based on upper and lower performance limits.
Any non-participation or non-reporting of PAT data will result in unacceptable results (See PAT Programs Participation Policies, Section 2.1.6.2.)

Environmental Lead Proficiency Analytical Testing Results

This document contains three sub-reports relating to ELPAT Round 83. The first report contains your organization's results listed per contaminant, per sample. The second report contains your past proficiency data for 2 and 4 rounds respectively (where applicable), and the final report contains summary results for all participants for ELPAT round 83.

Testing Results for ELPAT Round 83

This part of your report contains your organization's results listed per contaminant, per sample.

Contaminant	Units	#	Result	Reference Value	Lower Limit	Upper Limit	z-Score	Rating
Paint Chips	%	1	3.0645	3.0972	2.4444	3.7500	-0.2	A
	%	2	1.4269	1.4951	1.1630	1.8272	-0.6	A
	%	3	0.0583	0.0569	0.0418	0.0721	0.3	A
	%	4	1.1395	1.1606	0.9076	1.4136	-0.3	A
Soil	mg/kg	1	103.7	105.2	84.3	126.2	-0.2	A
	mg/kg	2	346.2	359.8	301.5	418.2	-0.7	A
	mg/kg	3	232.0	229.2	193.7	264.7	0.2	A
	mg/kg	4	142.4	150.5	121.2	179.8	-0.8	A
Dust Wipe	ug	1	153.0	161.4	116.7	206.1	-0.6	A
	ug	2	80.3	84.0	60.3	107.8	-0.5	A
	ug	3	237.2	248.0	188.8	307.2	-0.5	A
	ug	4	301.3	313.3	229.0	397.6	-0.4	A

Statistical Analysis Interpretation Note:
Reference value is the mean of the results of the reference group
Lower limit: reference value - 3 standard deviations
Upper limit: reference value + 3 standard deviations
A – Acceptable* Analysis; U – Unacceptable Analysis
Z – Score = (reported result - reference value)/standard deviation. Note: z-Scores are used to predict trends and to indicate how far a particular score is away from the mean.
Both the assigned values and acceptance limits are based on consensus of the reference group.
*The acceptability of reported results is based on upper and lower performance limits.
Any non-participation or non-reporting of PAT data will result in unacceptable results (See PAT Programs Participation Policies, Section 2.1.6.2.)

WADSWORTH CENTER
NEW YORK STATE DEPARTMENT OF HEALTH

New York ELAP Proficiency Test Report

L[illegible]d: 11273

EPA Lab Code:
NY01308

KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 19-Jan-2016
Closing Date : 03-Mar-2016
Score Date : 23-Mar-2016

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 390 Non Potable Water Chemistry

Analyte Name	Units	Sample ID	Test Method	Prep Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Non Potable Water Oil and Grease									
Oil and Grease Total Recoverable	mg/L		9010 EPA 1664A		103	96.4	7.69	73.3 - 119	Satisfactory
Analyte Code: 1860					2/17/16	103		*39 passed out of 44 reported results.*	
Sample: Solid and Hazardous Waste Lead in Paint									
Lead in Paint	%		9021 EPA 7000B		4.67	4.57	0.348	3.53% - 5.61%	Satisfactory
A[illegible] Code:					2/11/16	3.83		*45 passed out of 46 reported results.*	
Sample: Solid and Hazardous Waste Lead Wipe									
Lead in Dust Wipes	ug/sq ft		9026 EPA 7000B		477	579	58.1	405 - 753	Satisfactory
Analyte Code:					2/11/16	598		*39 passed out of 40 reported results.*	
Sample: Solid and Hazardous Waste Metals									
Silver, Total	mg/kg		9022 EPA 7000B		32.7	26.6	3.13	17.2 - 36.0	Satisfactory
Analyte Code: 1150					2/16/16	28.3		*39 passed out of 39 reported results.*	
Arsenic, Total	mg/kg		9022 EPA 7010		293	306	29.1	219 - 393	Satisfactory
Analyte Code: 1010					2/23/16	316		*42 passed out of 43 reported results.*	
Barium, Total	mg/kg		9022 EPA 7000B		294	299	26	221 - 377	Satisfactory
Analyte Code: 1015					2/19/16	310		*35 passed out of 36 reported results.*	
Cadmium, Total	mg/kg		9022 EPA 7000B		289	276	24.4	203 - 349	Satisfactory
Analyte Code: 1030					2/17/16	290		*41 passed out of 41 reported results.*	
Chromium, Total	mg/kg		9022 EPA 7000B		205	260	25.2	184 - 336	Satisfactory
A[illegible] Code: 1040					2/26/16	269		*41 passed out of 41 reported results.*	

WADSWORTH CENTER
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New York ELAP Proficiency Test Report

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NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 390 Non Potable Water Chemistry

Analyte Name	Units	Sample ID	Test Method	Prep Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Solid and Hazardous Waste Metals									
Mercury, Total	mg/kg		9022 EPA 7471B		7.33	6.52	1.06	3.34 - 9.70	Satisfactory
Analyte Code: 1095					1/27/16	6.71		*34 passed out of 34 reported results.*	
Nickel, Total	mg/kg		9022 EPA 7000B		89.4	86.8	8.16	62.3 - 111	Satisfactory
Analyte Code: 1105					2/16/16	88.7		*38 passed out of 38 reported results.*	
Lead, Total	mg/kg		9022 EPA 7000B		117	118	11	85.0 - 151	Satisfactory
Analyte Code: 1075					2/11/16	122		*56 passed out of 57 reported results.*	
Selenium, Total	mg/kg		9022 EPA 7010		63.9	65.3	8.4	40.1 - 90.5	Satisfactory
Analyte Code: 1140					2/22/16	70.1		*42 passed out of 42 reported results.*	
Sample: Solid and Hazardous Waste Oil and Grease (HEM)									
Oil and Grease, Total Recoverable (HEM)	mg/kg		9054 EPA 9071B (Solvent:Hexa		2640	2310	451	957 - 3660	Satisfactory
Analyte Code: 1860					2/23/16	2333		*10 passed out of 10 reported results.*	
Sample: Solid and Hazardous Waste Polychlorinated Biphenyls									
PCB-1016	mg/kg		9025 EPA 8082A		< 0.1				Satisfactory
Analyte Code: 8880					2/11/16	< 0.1		*34 passed out of 36 reported results.*	
PCB-1221	mg/kg		9025 EPA 8082A		< 0.1				Satisfactory
Analyte Code: 8885					2/11/16	< 0.1		*34 passed out of 36 reported results.*	
PCB-1232	mg/kg		9025 EPA 8082A		< 0.1				Satisfactory
Analyte Code: 8890					2/11/16	< 0.1		*34 passed out of 36 reported results.*	
PCB-1242	mg/kg		9025 EPA 8082A		< 0.1				Satisfactory
Analyte Code: 8895					2/11/16	< 0.1		*34 passed out of 36 reported results.*	

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35-40 36TH ST
LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 21-Jul-2015
Closing Date : 03-Sep-2015
Score Date : 23-Sep-2015

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 385 Non Potable Water Chemistry

Analyte Name	Units	Sample ID	Test Method	Prep Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Non Potable Water Oil and Grease									
Oil and Grease Total Recoverable	mg/L	8510	EPA 1664A		142.7	112	8.62	86.5 - 138	**Unsatisfactory <==**
Analyte Code: 1860					7/28/15	120		*37 passed out of 43 reported results.*	
Sample: Solid and Hazardous Waste Lead in Paint									
Lead in Paint	%	8521	EPA 7000B		359	4.41	0.315	3.47% - 5.36%	**Unsatisfactory <==**
Analyte Code:					8/11/15	3.75		*46 passed out of 47 reported results.*	
Sample: Solid and Hazardous Waste Lead Wipe									
Lead in Dust Wipes	ug/sq ft	8526	EPA 7000B		7.9	709	57	538 - 880	**Unsatisfactory <==**
Analyte Code:					8/11/15	719		*39 passed out of 41 reported results.*	
Sample: Solid and Hazardous Waste Metals									
Silver, Total	mg/kg	8522	EPA 7000B		60.5	54.7	6.07	36.5 - 72.9	Satisfactory
Analyte Code: 1150					8/12/15	60.0		*38 passed out of 39 reported results.*	
Arsenic, Total	mg/kg	8522	EPA 7010		260	311	29.5	223 - 400	Satisfactory
Analyte Code: 1010					8/25/15	334		*44 passed out of 44 reported results.*	
Barium, Total	mg/kg	8522	EPA 7000B		480	497	42.2	370 - 624	Satisfactory
Analyte Code: 1015					8/14/15	522		*35 passed out of 36 reported results.*	
Cadmium, Total	mg/kg	8522	Technology: FAAS		Not Reported				Not Evaluated
Analyte Code: 1030					No data was reported for this Sample/Analyte/Technology by this Lab.				
Chromium, Total	mg/kg	8522	Technology: FAAS		Not Reported				Not Evaluated
Analyte Code: 1040					No data was reported for this Sample/Analyte/Technology by this Lab.				

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Shipment Date : 21-Jul-2015
Closing Date : 03-Sep-2015
Score Date : 23-Sep-2015

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 385 Non Potable Water Chemistry

Analyte Name	Units	Sample ID	Test Method	Prep Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Solid and Hazardous Waste Metals									
Mercury, Total	mg/kg	8522	EPA 7471B		21.6	21.9	3.55	11.3 - 32.6	Satisfactory
Analyte Code: 1095					8/5/15	25.0		*32 passed out of 34 reported results.*	
Nickel, Total	mg/kg	8522	EPA 7000B		125	53.2	5.4	37.0 - 69.4	**Unsatisfactory <==**
Analyte Code: 1105					8/13/15	56.1		*37 passed out of 38 reported results.*	
Lead, Total	mg/kg	8522	EPA 7000B		170	178	15.4	132 - 224	Satisfactory
Analyte Code: 1075					8/11/15	191		*57 passed out of 57 reported results.*	
Selenium, Total	mg/kg	8522	EPA 7010		308	326	32.8	228 - 424	Satisfactory
Analyte Code: 1140					8/25/15	354		*42 passed out of 42 reported results.*	
Sample: Solid and Hazardous Waste Oil and Grease (HEM)									
Oil and Grease, Total Recoverable (HEM)	mg/kg	8554	EPA 9071B (Solvent:Hexa		3056	2920	546	1280 - 4560	Satisfactory
Analyte Code: 1860					8/7/15	2974		*9 passed out of 10 reported results.*	
Sample: Solid and Hazardous Waste Polychlorinated Biphenyls									
PCB-1016	mg/kg	8525	EPA 8082A		< 0.1				Satisfactory
Analyte Code: 8880					8/18/15	< 0.1		*35 passed out of 35 reported results.*	
PCB-1221	mg/kg	8525	EPA 8082A		< 0.1				Satisfactory
Analyte Code: 8885					8/18/15	< 0.1		*35 passed out of 35 reported results.*	
PCB-1232	mg/kg	8525	EPA 8082A		< 0.1				Satisfactory
Analyte Code: 8890					8/18/15	< 0.1		*35 passed out of 35 reported results.*	
PCB-1242	mg/kg	8525	EPA 8082A		< 0.1				Satisfactory
Analyte Code: 8895					8/18/15	< 0.1		*35 passed out of 35 reported results.*	

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35-40 36TH ST
LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 13-Jan-2015
Closing Date : 26-Feb-2015
Score Date : 18-Mar-2015

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 380 Non Potable Water Chemistry

Analyte Name	Units	Sample ID	Test Method	Prep Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Non Potable Water Oil and Grease									
Oil and Grease Total Recoverable	mg/L		8010 EPA 1664A		49.4	40.9	4.47	27.4 - 54.3	Satisfactory
Analyte Code: 1860					2/2/15	43.9		*47 passed out of 48 reported results.*	
Sample: Solid and Hazardous Waste Lead in Paint									
Lead in Paint	%		8021 EPA 7000B		2.47	2.67	0.243	1.94% - 3.4%	Satisfactory
Analyte Code:					1/29/15	2.31		*48 passed out of 48 reported results.*	
Sample: Solid and Hazardous Waste Lead Wipe									
Lead in Dust Wipes	ug/sq ft		8026 EPA 7000B		297	298	20.6	236 - 360	Satisfactory
Analyte Code:					1/29/15	308		*40 passed out of 43 reported results.*	
Sample: Solid and Hazardous Waste Metals									
Silver, Total	mg/kg		8022 EPA 7000B		68.3	72.1	7.89	48.4 - 95.8	Satisfactory
Analyte Code: 1150					1/30/15	83.5		*43 passed out of 44 reported results.*	
Arsenic, Total	mg/kg		8022 EPA 7010		58.1	56.9	6.28	38.1 - 75.7	Satisfactory
Analyte Code: 1010					1/22/15	55.9		*45 passed out of 46 reported results.*	
Barium, Total	mg/kg		8022 EPA 7000B		862	838	70.3	627 - 1050	Satisfactory
Analyte Code: 1015					2/4/15	829		*41 passed out of 41 reported results.*	
Cadmium, Total	mg/kg		8022 EPA 7000B		78.7	72.8	6.5	53.3 - 92.3	Satisfactory
Analyte Code: 1030					1/30/15	80.1		*46 passed out of 46 reported results.*	
Chromium, Total	mg/kg		8022 EPA 7000B		108	176	17.3	124 - 228	**Unsatisfactory <==**
Analyte Code: 1040					2/3/15	192		*44 passed out of 46 reported results.*	

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New York ELAP Proficiency Test Report

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KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 13-Jan-2015
Closing Date : 26-Feb-2015
Score Date : 18-Mar-2015

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 380 Non Potable Water Chemistry

Analyte Name	Units	Sample ID	Test Method	Prep Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Solid and Hazardous Waste Metals									
Mercury, Total	mg/kg	8022	EPA 7471B		24.0	24.1	3.91	12.4 - 35.8	Satisfactory
Analyte Code: 1095					1/22/15	29.3		*35 passed out of 35 reported results.*	
Nickel, Total	mg/kg	8022	EPA 7000B		177	147	13.1	108 - 186	Satisfactory
Analyte Code: 1105					1/30/15	144		*42 passed out of 43 reported results.*	
Lead, Total	mg/kg	8022	EPA 7000B		359	362	28.7	276 - 448	Satisfactory
Analyte Code: 1075					1/29/15	363		*62 passed out of 63 reported results.*	
Selenium, Total	mg/kg	8022	EPA 7010		148	175	18.7	119 - 231	Satisfactory
Analyte Code: 1140					1/22/15	204		*44 passed out of 44 reported results.*	
Sample: Solid and Hazardous Waste Oil and Grease (HEM)									
Oil and Grease, Total Recoverable (HEM)	mg/kg	8054	EPA 9071B (Solvent:Hexa		2320	2180	429	893 - 3470	Satisfactory
Analyte Code: 1860					2/9/15	2186		*11 passed out of 11 reported results.*	
Sample: Solid and Hazardous Waste Polychlorinated Biphenyls									
PCB-1016	mg/kg	8025	EPA 8082A		< 0.1				Satisfactory
Analyte Code: 8880					1/29/15	< 0.1		*37 passed out of 38 reported results.*	
PCB-1221	mg/kg	8025	EPA 8082A		21.4	16.8	3.89	5.13 - 32.6	Satisfactory
Analyte Code: 8885					1/29/15	29.6		*35 passed out of 38 reported results.*	
PCB-1232	mg/kg	8025	EPA 8082A		< 0.1				Satisfactory
Analyte Code: 8890					1/29/15	< 0.1		*35 passed out of 38 reported results.*	
PCB-1242	mg/kg	8025	EPA 8082A		< 0.1				Satisfactory
Analyte Code: 8895					1/29/15	< 0.1		*36 passed out of 38 reported results.*	

WADSWORTH CENTER
NEW YORK STATE DEPARTMENT OF HEALTH

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Lab Id: 11273
EPA Lab Code: NY01308

KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 08-Jul-2014
Closing Date : 21-Aug-2014
Score Date : 10-Sep-2014

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 375 Non Potable Water Chemistry

Analyte Name	Units	Sample ID	Test Method	Prep Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Solid and Hazardous Waste Lead in Paint									
Lead in Paint	%	7521	EPA 7000B		2.59	2.69	0.244	1.96% - 3.42%	Satisfactory
Analyte Code:					7/15/14	2.38		*46 passed out of 50 reported results.*	
Sample: Solid and Hazardous Waste Lead Wipe									
Lead in Dust Wipes	ug/sq ft	7526	EPA 7000B	ASTM E-1644-04	126	123	10.3	92.1 - 154	Satisfactory
Analyte Code:					7/15/14	123		*40 passed out of 44 reported results.*	
Sample: Solid and Hazardous Waste Metals									
Silver, Total	mg/kg	7522	EPA 7000B	EPA 3050B	80.9	83.3	9.06	56.1 - 110	Satisfactory
Analyte Code: 1150					7/16/14	87.7		*41 passed out of 43 reported results.*	
Arsenic, Total	mg/kg	7522	EPA 7010	EPA 3050B	131	129	12.9	90.3 - 168	Satisfactory
Analyte Code: 1010					7/24/14	136		*43 passed out of 44 reported results.*	
Barium, Total	mg/kg	7522	EPA 7000B	EPA 3050B	146	144	13.2	104 - 184	Satisfactory
Analyte Code: 1015					7/22/14	148		*38 passed out of 39 reported results.*	
Cadmium, Total	mg/kg	7522	EPA 7000B	EPA 3050B	219	210	18.7	154 - 266	Satisfactory
Analyte Code: 1030					7/21/14	226		*44 passed out of 45 reported results.*	
Chromium, Total	mg/kg	7522	EPA 7000B	EPA 3050B	212	214	20.9	151 - 277	Satisfactory
Analyte Code: 1040					7/21/14	231		*45 passed out of 45 reported results.*	
Mercury, Total	mg/kg	7522	EPA 7471B		2.11	1.96	0.324	0.988 - 2.93	Satisfactory
Analyte Code: 1095					7/16/14	2.00		*37 passed out of 38 reported results.*	
Nickel, Total	mg/kg	7522	EPA 7000B	EPA 3050B	339	365	31	272 - 458	Satisfactory
Analyte Code: 1105					7/21/14	401		*42 passed out of 42 reported results.*	

WADSWORTH CENTER
NEW YORK STATE DEPARTMENT OF HEALTH

New York ELAP Proficiency Test Report

Lab Id: 11273
EPA Lab Code: NY01308

KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 08-Jul-2014
Closing Date : 21-Aug-2014
Score Date : 10-Sep-2014

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 375 Non Potable Water Chemistry

Analyte Name	Units	Sample ID	Test Method	Prep Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Solid and Hazardous Waste Metals									
Lead, Total	mg/kg	7522	EPA 7000B	EPA 3050B	146	146	13	107 - 185	Satisfactory
Analyte Code: 1075					7/15/14	159		*59 passed out of 61 reported results.*	
Selenium, Total	mg/kg	7522	EPA 7010	EPA 3050B	259	271	27.7	188 - 354	Satisfactory
Analyte Code: 1140					7/24/14	293		*41 passed out of 42 reported results.*	
Sample: Solid and Hazardous Waste Oil and Grease (HEM)									
Oil and Grease, Total Recoverable (HEM)	mg/kg	7554	EPA 9071B (Solvent:Hexa		747	866	224	194 - 1540	Satisfactory
Analyte Code: 1860					8/6/14	832		*9 passed out of 10 reported results.*	
Sample: Solid and Hazardous Waste Polychlorinated Biphenyls									
PCB-1016	mg/kg	7525	EPA 8082A	EPA 3550C	< 0.1				Satisfactory
Analyte Code: 8880					8/1/14	< 0.1		*38 passed out of 38 reported results.*	
PCB-1221	mg/kg	7525	EPA 8082A	EPA 3550C	< 0.1				Satisfactory
Analyte Code: 8885					8/1/14	< 0.1		*38 passed out of 38 reported results.*	
PCB-1232	mg/kg	7525	EPA 8082A	EPA 3550C	< 0.1				Satisfactory
Analyte Code: 8890					8/1/14	< 0.1		*38 passed out of 38 reported results.*	
PCB-1242	mg/kg	7525	EPA 8082A	EPA 3550C	< 0.1				Satisfactory
Analyte Code: 8895					8/1/14	< 0.1		*38 passed out of 38 reported results.*	
PCB-1248	mg/kg	7525	EPA 8082A	EPA 3550C	10.8	7.9	1.89	2.23 - 13.6	Satisfactory
Analyte Code: 8900					8/1/14	12.0		*34 passed out of 38 reported results.*	
PCB-1254	mg/kg	7525	EPA 8082A	EPA 3550C	< 0.1				Satisfactory
Analyte Code: 8905					8/1/14	< 0.1		*37 passed out of 38 reported results.*	

WADSWORTH CENTER
NEW YORK STATE DEPARTMENT OF HEALTH

New York ELAP Proficiency Test Report

Lab Id: 11273

EPA Lab Code: NY01308

KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 14-Jan-2014
Closing Date : 27-Feb-2014
Score Date : 18-Mar-2014

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 370 Non Potable Water Chemistry

Analyte Name	Units	Sample ID	Test Method	Prep Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Solid and Hazardous Waste Lead in Paint									
Lead in Paint	%	7021	EPA 7000B		1.99	2.06	0.178	1.53% - 2.59%	Satisfactory
Analyte Code:					1/24/14	1.76		*47 passed out of 47 reported results.*	
Sample: Solid and Hazardous Waste Lead Wipe									
L[illegible] Dust Wipes	ug/sq ft	7026	EPA 7000B		238	222	17.6	169 - 275	Satisfactory
A[illegible]e Code:					2/25/14	226		*43 passed out of 44 reported results.*	
Sample: Solid and Hazardous Waste Metals									
Silver, Total	mg/kg	7022	EPA 7000B		43.8	44.2	4.97	29.3 - 59.1	Satisfactory
Analyte Code: 1150					1/22/14	48.5		*43 passed out of 46 reported results.*	
Arsenic, Total	mg/kg	7022	EPA 7010		163	174	17	123 - 225	Satisfactory
Analyte Code: 1010					1/24/14	187		*46 passed out of 46 reported results.*	
Barium, Total	mg/kg	7022	EPA 7000B		950	954	79.9	714 - 1190	Satisfactory
Analyte Code: 1015					1/23/14	986		*40 passed out of 41 reported results.*	
Cadmium, Total	mg/kg	7022	EPA 7000B		74.3	66.1	5.9	48.4 - 83.8	Satisfactory
Analyte Code: 1030					1/22/14	70.1		*47 passed out of 48 reported results.*	
Chromium, Total	mg/kg	7022	EPA 7000B		290	377	36.1	269 - 485	Satisfactory
Analyte Code: 1040					1/31/14	393		*47 passed out of 48 reported results.*	
Mercury, Total	mg/kg	7022	EPA 7471B		6.72	6.27	1.02	3.21 - 9.33	Satisfactory
Analyte Code: 1095					1/22/14	6.28		*37 passed out of 39 reported results.*	
Ni[illegible]l, Total	mg/kg	7022	EPA 7000B		67.5	54.6	5.51	38.1 - 71.1	Satisfactory
A[illegible] Code: 1105					1/31/14	55.7		*43 passed out of 44 reported results.*	

WADSWORTH CENTER
NEW YORK STATE DEPARTMENT OF HEALTH

New York ELAP Proficiency Test Report

Lab Id: 11273

EPA Lab Code: NY01308

KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 14-Jan-2014
Closing Date : 27-Feb-2014
Score Date : 18-Mar-2014

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 370 Non Potable Water Chemistry

Analyte Name	Units	Sample ID	Test Method	Prep Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Solid and Hazardous Waste Metals									
Lead, Total	mg/kg	7022	EPA 7000B		260	270	22	204 - 336	Satisfactory
Analyte Code: 1075					1/24/14	287		*58 passed out of 62 reported results.*	
Selenium, Total	mg/kg	7022	EPA 7010		183	183	19.4	125 - 241	Satisfactory
Analyte Code: 1140					1/23/14	198		*44 passed out of 44 reported results.*	
Sample: Solid and Hazardous Waste Oil and Grease (HEM)									
Oil and Grease, Total Recoverable (HEM)	mg/kg	7054	EPA 9071B (Solvent:Hexa		2530	2300	448	956 - 3640	Satisfactory
Analyte Code: 1860					2/6/14	2340		*10 passed out of 10 reported results.*	
Sample: Solid and Hazardous Waste Polychlorinated Biphenyls									
PCB-1016	mg/kg	7025	EPA 8082A		< 0.1				Satisfactory
Analyte Code: 8880					1/31/14	< 0.1		*37 passed out of 38 reported results.*	
PCB-1221	mg/kg	7025	EPA 8082A		< 0.1				Satisfactory
Analyte Code: 8885					1/31/14	< 0.1		*37 passed out of 38 reported results.*	
PCB-1232	mg/kg	7025	EPA 8082A		< 0.1				Satisfactory
Analyte Code: 8890					1/31/14	< 0.1		*37 passed out of 38 reported results.*	
PCB-1242	mg/kg	7025	EPA 8082A		8.45	7.38	1.77	2.07 - 12.7	Satisfactory
Analyte Code: 8895					1/31/14	10.6		*37 passed out of 38 reported results.*	
PCB-1248	mg/kg	7025	EPA 8082A		< 0.1				Satisfactory
Analyte Code: 8900					1/31/14	< 0.1		*37 passed out of 38 reported results.*	
PCB-1254	mg/kg	7025	EPA 8082A		< 0.1				Satisfactory
Analyte Code: 8905					1/31/14	< 0.1		*37 passed out of 38 reported results.*	

WADSWORTH CENTER
NEW YORK STATE DEPARTMENT OF HEALTH

New York ELAP Proficiency Test Report

Lab Id: 11273
EPA Lab Code: NY01308

KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 09-Jul-2013
Closing Date : 22-Aug-2013
Score Date : 05-Sep-2013

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 365 Non Potable Water Chemistry

Analyte Name	Units	Sample ID	Test Method	Prep Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Solid and Hazardous Waste Lead in Paint									
Lead in Paint	%	6521	EPA 7000B	EPA 3050B	4.66	4.8	0.316	3.85% - 5.75%	Satisfactory
Analyte Code:					7/24/13	4.28		*47 passed out of 50 reported results.*	
Sample: Solid and Hazardous Waste Lead Wipe									
Lead in Dust Wipes	ug/sq ft	6526	EPA 7000B	APP. 14.2, HUD JUNE 1995	6050	6360	385	5210 - 7520	Satisfactory
Analyte Code:					7/24/13	6362		*41 passed out of 45 reported results.*	
Sample: Solid and Hazardous Waste Metals									
Silver, Total	mg/kg	6522	EPA 7000B	EPA 3050B	77.6	78.2	8.53	52.6 - 104	Satisfactory
Analyte Code: 1150					7/26/13	82.5		*48 passed out of 51 reported results.*	
Arsenic, Total	mg/kg	6522	EPA 7010	EPA 3050B	51.0	47.5	5.41	31.3 - 63.7	Satisfactory
Analyte Code: 1010					8/2/13	49.5		*54 passed out of 55 reported results.*	
Barium, Total	mg/kg	6522	EPA 7000B	EPA 3050B	915	867	72.7	649 - 1090	Satisfactory
Analyte Code: 1015					7/31/13	926		*47 passed out of 48 reported results.*	
Cadmium, Total	mg/kg	6522	EPA 7000B	EPA 3050B	107	97.7	8.7	71.6 - 124	Satisfactory
Analyte Code: 1030					7/29/13	105		*54 passed out of 55 reported results.*	
Chromium, Total	mg/kg	6522	EPA 7000B	EPA 3050B	232	271	26.2	192 - 350	Satisfactory
Analyte Code: 1040					7/30/13	287		*54 passed out of 55 reported results.*	
Mercury, Total	mg/kg	6522	EPA 7471B		5.88	5.9	0.96	3.02 - 8.78	Satisfactory
Analyte Code: 1095					8/5/13	6.3		*41 passed out of 45 reported results.*	
Nickel, Total	mg/kg	6522	EPA 7000B	EPA 3050B	96.5	83.7	7.9	60.0 - 107	Satisfactory
Analyte Code: 1105					7/26/13	87.7		*50 passed out of 52 reported results.*	

WADSWORTH CENTER
NEW YORK STATE DEPARTMENT OF HEALTH

New York ELAP Proficiency Test Report

Lab Id: 11273
EPA Lab Code: NY01308

KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 09-Jul-2013
Closing Date : 22-Aug-2013
Score Date : 05-Sep-2013

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 365 Non Potable Water Chemistry

Analyte Name	Units	Sample ID	Test Method	Prep Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Solid and Hazardous Waste Metals									
Lead, Total	mg/kg	6522	EPA 7000B	EPA 3050B	129	129	11.8	93.6 - 164	Satisfactory
Analyte Code: 1075					7/24/13	135		*68 passed out of 70 reported results.*	
Selenium, Total	mg/kg	6522	EPA 7010	EPA 3050B	46.1	47.9	6.77	27.6 - 68.2	Satisfactory
Analyte Code: 1140					8/1/13	52.6		*47 passed out of 48 reported results.*	
Sample: Solid and Hazardous Waste Oil and Grease (HEM)									
Oil and Grease, Total Recoverable (HEM)	mg/kg	6554	EPA 9071B (Solvent:Hexa		2920	2780	524	1210 - 4350	Satisfactory
Analyte Code: 1860					8/12/13	2908		*11 passed out of 12 reported results.*	
Sample: Solid and Hazardous Waste Polychlorinated Biphenyls									
PCB-1016	mg/kg	6525	EPA 8082A	EPA 3550C	17.1	17.7	4.09	5.43 - 31.0	Satisfactory
Analyte Code: 8880					7/25/13	28.2		*43 passed out of 44 reported results.*	
PCB-1221	mg/kg	6525	EPA 8082A	EPA 3550C	< 0.1	< 0.1		0.00 - .10	Satisfactory
Analyte Code: 8885					7/25/13			*40 passed out of 44 reported results.*	
PCB-1232	mg/kg	6525	EPA 8082A	EPA 3550C	< 0.1	< 0.1	0.0227	0.00 - .10	Satisfactory
Analyte Code: 8890					7/25/13			*41 passed out of 44 reported results.*	
PCB-1242	mg/kg	6525	EPA 8082A	EPA 3550C	< 0.1	< 0.1		0.00 - .10	Satisfactory
Analyte Code: 8895					7/25/13			*40 passed out of 43 reported results.*	
PCB-1248	mg/kg	6525	EPA 8082A	EPA 3550C	< 0.1	< 0.1		0.00 - .10	Satisfactory
Analyte Code: 8900					7/25/13			*41 passed out of 44 reported results.*	
PCB-1254	mg/kg	6525	EPA 8082A	EPA 3550C	< 0.1	< 0.1	0.0263	0.00 - .10	Satisfactory
Analyte Code: 8905					7/25/13			*41 passed out of 44 reported results.*	

American Industrial Hygiene Association
Bulk Asbestos Proficiency Analytical Testing Program
Results of Round A106-116
4/7/2016

George Kouvaras
KAM Consultants Corporation
35-40 36th St
Long Island City, NY 11106-1337
UNITED STATES

Laboratory ID Number
100269

Total Penalty Points	0
Round Status	P
Program Status	P

Lot Designation\Sample ID Numbers	A) 6941	B) 6936	C) 9153	D) 7618
Analysis Results from Laboratory Number	100269			
Asbestos (%)	CHRY (80)	NONE	CHRY (10)	AMOS (10) CHRY (8)
Other Fibrous Materials (%)	SYNT (1)			CELL (1)
Nonfibrous Material (%)	OTHR (19)	OTHR (100)	OTHR (90)	OTHR (81)
Penalty Points Assessed	0	0	0	0
Analysis Results from Reference Laboratory One				
Asbestos (%)	CHRY (75)	NONE	CHRY (12)	AMOS (8) CHRY (6)
Other Fibrous Materials (%)	SYNT (20) CELL (2) FBGL (1)			CELL (1) FBGL (1)
Nonfibrous Material (%)	OTHR *1 (2)	OTHR *2 (35) OTHR *3 (65)	OTHR *4 (1) OTHR *5 (87)	OTHR *6 (84)
Analysis Results from Reference Laboratory Two				
Asbestos (%)	CHRY (88)		CHRY (11)	AMOS (8.5) CHRY (2.5)
Other Fibrous Materials (%)	OTHR *7 (trace)			
Nonfibrous Material (%)	OTHR *8 (12)	OTHR *9 (63) OTHR *10 (36.5) OTHR *11 (0.5)	OTHR *12 (89) OTHR *13 (trace)	OTHR *14 (89) OTHR *15 (trace)
Analysis Results from RTI International				
Asbestos (%)	CHRY (85)	NONE	CHRY (6)	AMOS (6) CHRY (3)
Other Fibrous Materials (%)	CELL (2) POLY (11)	NONE		
Nonfibrous Material (%)	OTHR *16 (2)	OTHR *17 (52) CACO (47) OTHR *18 (1)	OTHR *19 (55) CACO (39)	OTHR *20 (2) OTHR *21 (89)
Acceptable Quantitation Range (%)	CHRY(65-100)	NONE	CHRY(TRA-22)	AMOS(TRA-15) CHRY(TRA-10)
Summary of Results from all Laboratories				
Type One Asbestos	CHRY	NONE	CHRY	AMOS
Type One Mean	82.6	0.0	13.3	12.2
Type Two Asbestos				CHRY
Type Two Mean				10.0
Type Three Asbestos				
Type Three Mean				
Other Asbestos Types Reported in Sample		AMOS, CHRY, TREM	ACTN, ANTH, AMOS, CROC, TREM	ACTN, ANTH, CROC, TREM

ACTN=Actinolite	CHRY=Chrysotile	CELL=Cellulose	CACO=Calcium Carbonate (Calcite)
AMOS=Amosite	CROC=Crocidolite	FBGL=Fiberglass/Mineral Wool	CASO=Calcium Sulfate (Gypsum)
ANTH=Anthophyllite	TREM=Tremolite	SYNT=Synthetic	MICA=Micaceous Material
			OTHR=Other
			TRA=Trace
P=Proficient	NP=Nonproficient	I=Incomplete	

Footnotes explaining "OTHR" materials identified during sample analysis:

*1 assoc. minerals,opaques, etc.
*2 calcite aggregate
*3 vinyl binders, pigments
*4 assoc. minerals, opaques, etc.
*5 calcareous cement binder
*6 gypsum/carbonate binder
*7 viscose rayon cotton
*8 binders, unidentified clay
*9 ashable
*10 acid/water soluble
*11 remainder after ash/acid
*12 Calcareous material, cement, quart, unidentified material - acidification incomplete
*13 unidentified clay-size particles
*14 calcareous material in acid
*15 unidentified clay-size particles
*16 Binder and opaques
*17 Vinyl matrix
*18 Quartz, pigments and clay
*19 Quartz and pigments
*20 Noncalcareous binder and accessory minerals
*21 Hydromagnesite

American Industrial Hygiene Association
Bulk Asbestos Proficiency Analytical Testing Program
Results of Round A105-415
1/5/2016

George Kouvaras
KAM Consultants Corporation
35-40 36th St
Long Island City, NY 11106-1337
UNITED STATES

Laboratory ID Number
100269

Total Penalty Points	0
Round Status	P
Program Status	P

Lot Designation\Sample ID Numbers	A) 7945	B) 5152	C) 6513	D) 5428
Analysis Results from Laboratory Number	100269			
Asbestos (%)	CHRY (14) CROC (5)	CHRY (1)	NONE	CHRY (5)
Other Fibrous Materials (%)		FBGL (1)		
Nonfibrous Material (%)	OTHR (81)	OTHR (98)	OTHR (100)	OTHR (95)
Penalty Points Assessed	0	0	0	0
Analysis Results from Reference Laboratory One				
Asbestos (%)	CHRY (9) CROC (4)	NONE	NONE	CHRY (2.8)
Other Fibrous Materials (%)		CELL (12) FBGL (4)	OTHR *1 (30)	
Nonfibrous Material (%)	OTHR *2 (87)	MICA (40) OTHR *3 (44)	OTHR *4 (70)	OTHR *5(97.2)
Analysis Results from Reference Laboratory Two				
Asbestos (%)	CHRY (3) CROC (3.5)			CHRY (2.5)
Other Fibrous Materials (%)		CELL (10) FBGL (5)		
Nonfibrous Material (%)	OTHR *6(93.5)	OTHR *7 (45) OTHR *8 (30) OTHR *9 (10)	OTHR *10 (68) OTHR *11 (32)	OTHR *12(44.5) OTHR *13 (53)
Analysis Results from RTI International				
Asbestos (%)	CHRY (3) CROC (4)	NONE	CHRY (Tra)	CHRY (4)
Other Fibrous Materials (%)		CELL (10) FBGL (10)	OTHR *14 (73)	
Nonfibrous Material (%)	CACO (43) OTHR *15 (50)	OTHR *16 (24) CACO (56) OTHR *17 (Tra)	OTHR *18 (27) OTHR *19 (Tra)	OTHR *20 (96)
Acceptable Quantitation Range (%)	CHRY(TRA-15) CROC(TRA-11)	NONE	NONE	CHRY(TRA-10)
Summary of Results from all Laboratories				
Type One Asbestos	CHRY	NONE	NONE	CHRY
Type One Mean	15.8	0.0	0.0	6.2
Type Two Asbestos	CROC			
Type Two Mean	8.3			
Type Three Asbestos				
Type Three Mean				
Other Asbestos Types Reported in Sample	ACTN, ANTH, AMOS, TREM	ACTN, AMOS, CHRY, TREM	ACTN, AMOS, CHRY, CROC, TREM	ACTN, ANTH, AMOS, TREM

ACTN=Actinolite
AMOS=Amosite
ANTH=Anthophyllite
CHRY=Chrysotile
CROC=Crocidolite
TREM=Tremolite
CELL=Cellulose
FBGL=Fiberglass/Mineral Wool
SYNT=Synthetic
CACO=Calcium Carbonate (Calcite)
CASO=Calcium Sulfate (Gypsum)
MICA=Micaceous Material
OTHR=Other
TRA=Trace

P=Proficient
NP=Nonproficient
I=Incomplete

Footnotes explaining "OTHR" materials identified during sample analysis:

*1 cellulose/hair
*2 carbonate cement
*3 gypsum/carbonate
*4 gravel/mica-asphalt-tar
*5 calcareous binder
*6 cement, quartz,clay, unidentified matrix material
*7 calcareous material in acidified portion
*8 vermiculite
*9 matrix
*10 cellulose in ash, with asphaltic material
*11 quartz, aggregate, unidentified minerals, clay
*12 calcareous material in acidified portion
*13 rutile, silica, clay, unidentified matrix/binder
*14 Cellulose, synthetic fiber and tar matrix
*15 Quartz, opaques, and pigments
*16 Vermiculite
*17 Quartz, opaques, and wollastonite
*18 Aggregate mineral, mica, and quartz
*19 Tremolite cleavage fragments
*20 Calcite, gypsum, calcium silicate, quartz, and paint pigments

American Industrial Hygiene Association
Bulk Asbestos Analytical Testing Program
Results of Round A104-315
10/8/2015

George Kouvaras
KAM Consultants Corporation
35-40 36th St
Long Island City, NY 11106-1337
UNITED STATES

Laboratory ID Number
100269

Total Penalty Points	100
Round Status	F
Program Status	P

Lot Designation\Sample ID Numbers	A) 4971	B) 2452	C) 2677	D) 2928
Analysis Results from Laboratory Number	100269			
Asbestos (%)	CHRY (2)	NONE	NONE	AMOS (8) CHRY (1)
Other Fibrous Materials (%)			CELL (90)	
Nonfibrous Material (%)	OTHR (98)	MICA (3) OTHR (97)	OTHR (10)	OTHR (91)
Penalty Points Assessed	0	100	0	0
Analysis Results from Reference Laboratory One				
Asbestos (%)	CHRY (1)	CHRY (2)	NONE	AMOS (7.8) CHRY (2.8)
Other Fibrous Materials (%)		CELL (tr)	CELL (35)	
Nonfibrous Material (%)	OTHR *1 (99)	MICA (38) CASO (50) OTHR *2 (10)	PERL (60) OTHR *3 (5)	OTHR *4 (89.4)
Analysis Results from Reference Laboratory Two				
Asbestos (%)	CHRY (1.5)	CHRY (1.25)	NONE	AMOS (7.5) CHRY (1.5)
Other Fibrous Materials (%)			CELL (32)	
Nonfibrous Material (%)	OTHR *5 (60) OTHR *6 (38.5)	OTHR *7 (28) OTHR *8 (38.75) OTHR *9 (32)	OTHR *10 (68)	OTHR *11 (53) OTHR *12 (38)
Analysis Results from RTI International				
Asbestos (%)	CHRY (1)	CHRY (3)	NONE	AMOS (8) CHRY (1)
Other Fibrous Materials (%)	NONE	CELL	CELL (30)	
Nonfibrous Material (%)	OTHR *13 (62) OTHR *14 (36) CASO (1)	OTHR *15 (66) OTHR *16 (31)	OTHR *17 (70)	OTHR *18 (24) OTHR *19 (67)
Acceptable Quantitation Range (%)	CHRY(TRA-3)	CHRY(TRA-7)	NONE	AMOS(TRA-27) CHRY(TRA-6)
Summary of Results from all Laboratories				
Type One Asbestos	CHRY	CHRY	NONE	AMOS
Type One Mean	2.4	2.4	0.0	18.2
Type Two Asbestos				CHRY
Type Two Mean				3.5
Type Three Asbestos				
Type Three Mean				
Other Asbestos Types Reported in Sample	ACTN, ANTH, AMOS, CROC	ACTN, ANTH, AMOS, CROC, TREM	ANTH, AMOS, CHRY, CROC	ACTN, ANTH, CHRY, CROC

ACTN=Actinolite	CHRY=Chrysotile	CELL=Cellulose	CACO=Calcium Carbonate (Calcite)
AMOS=Amosite	CROC=Crocidolite	FBGL=Fiberglass/Mineral Wool	CASO=Calcium Sulfate (Gypsum)
ANTH=Anthophyllite	TREM=Tremolite	SYNT=Synthetic	MICA=Micaceous Material
			OTHR=Other
			TRA=Trace
P=Proficient	NP=Nonproficient	I=Incomplete	

Footnotes explaining "OTHR" materials identified during sample analysis:

*1 mica-clay-rubber matrix
*2 paint
*3 binder / acc. mins.
*4 gyspsum/carbonate binder
*5 rubber in ash
*6 pigments, clay, gypsum, unidentified matrix
*7 calcareous matrix in acid
*8 muscovite, clay, quartz, TiO2,
*9 talc
*10 perlite, clay, quartz
*11 TiO2, unidentified matrix/binder
*12 calcareous matrix in acid
*13 Rubber matrix
*14 Clay and pigments
*15 Quartz, talc, mica, clay, and paint pigments
*16 Acid soluble binder
*17 Perlite, quartz, and clay
*18 Acid soluble binders
*19 Silica, clay, and insoluble binder

American Industrial Hygiene Association
Bulk Asbestos Analytical Testing Program
Results of Round A103-215
7/10/2015

George Kouvaras
KAM Consultants Corporation
35-40 36th St
Long Island City, NY 11106-1337
UNITED STATES

Laboratory ID Number
100269

Total Penalty Points	0
Round Status	P
Program Status	P

Lot Designation\Sample ID Numbers	A) 9561	B) 7206	C) 1737	D) 5064
Analysis Results from Laboratory Number	100269			
Asbestos (%)	NONE	CHRY (6)	CHRY (3)	AMOS (3)
Other Fibrous Materials (%)	CELL (1)	FBGL (3)	CELL (1)	FBGL (40) CELL (5)
Nonfibrous Material (%)	OTHR (99)	OTHR (76) OTHR (15)	OTHR (96)	OTHR (52)
Penalty Points Assessed	0	0	0	0
Analysis Results from Reference Laboratory One				
Asbestos (%)	NONE	CHRY (6.0) ACTN (0.1)	CHRY (3.5)	AMOS (4.0)
Other Fibrous Materials (%)	POLY (4)	CELL (0.9)	CELL (15)	CELL (1) FBGL (80)
Nonfibrous Material (%)	PERL (6) OTHR *1 (2) OTHR *2 (88)	MICA (45) CASO (48)	PERL (15) QTZ (0.5) CACO (66)	OTHR *3 (13) OTHR *4 (2)
Analysis Results from Reference Laboratory Two				
Asbestos (%)		CHRY (2)	CHRY(3.25)	AMOS (2.5)
Other Fibrous Materials (%)	POLY (4)	CELL (tr) FBGL (tr)	CELL (28)	FBGL (92.5)
Nonfibrous Material (%)	OTHR *5 (51) PERL (10) OTHR *6 (35)	OTHR *7 (38) OTHR *8 (55) OTHR *9 (5)	OTHR *10 (56) PERL (10.75) OTHR *11 (2)	OTHR *12 (5)
Analysis Results from RTI International				
Asbestos (%)	NONE	CHRY (7) ACTN (0)	CHRY (3)	AMOS (3)
Other Fibrous Materials (%)	POLY (3)		CELL (23)	FBGL (65)
Nonfibrous Material (%)	PERL (10) OTHR *13 (87) NONE	MICA (28) CASO (65)	PERL (13) OTHR *14 (51) OTHR *15 (10)	OTHR *16 (32)
Acceptable Quantitation Range (%)	NONE	CHRY (2-15) ACTN/TREM(TRA)	CHRY(TRA-6)	AMOS(TRA-10)
Summary of Results from all Laboratories				
Type One Asbestos		CHRY	CHRY	AMOS
Type One Mean		7.6	5.5	4.7
Type Two Asbestos		ACTN/TREM		
Type Two Mean		1.8		
Type Three Asbestos				
Type Three Mean				
Other Asbestos Types Reported in Sample	AMOS, CHRY, TREM	ANTH, AMOS	ACTN, ANTH, AMOS, TREM	ACTN, ANTH, CHRY

ACTN=Actinolite	CHRY=Chrysotile	CELL=Cellulose	CACO=Calcium Carbonate (Calcite)
AMOS=Amosite	CROC=Crocidolite	FBGL=Fiberglass/Mineral Wool	CASO=Calcium Sulfate (Gypsum)
ANTH=Anthophyllite	TREM=Tremolite	SYNT=Synthetic	MICA=Micaceous Material
			OTHR=Other
			TRA=Trace
P=Proficient	NP=Nonproficient	I=Incomplete	

Footnotes explaining "OTHR" materials identified during sample analysis:

American Industrial Hygiene Association
Bulk Asbestos Analytical Testing Program
Results of Round A102-115
4/10/2015

George Kouvaras
KAM Consultants Corporation
35-40 36th St
Long Island City, NY 11106-1337
UNITED STATES

Laboratory ID Number
100269

Total Penalty Points	0
Round Status	P
Program Status	P

Lot Designation\Sample ID Numbers	A) 4805	B) 7386	C) 6427	D) 9974
Analysis Results from Laboratory Number	100269			
Asbestos (%)	CHRY (33)	NONE	CHRYTRA	ACTN (6)
Other Fibrous Materials (%)	CELL (3)	FBGL (10)		
Nonfibrous Material (%)	OTHR (64)	OTHR (90)	OTHR(100)	OTHR (94)
Penalty Points Assessed	0	0	0	0
Analysis Results from Reference Laboratory One				
Asbestos (%)	CHRY (75)	NONE	CHRY (6.3)	ACTN (1.8)
Other Fibrous Materials (%)	CELL (20)	FBGL (80) CELL (3)	CELL (0.7)	CELL (0.2)
Nonfibrous Material (%)	OTHR *1 (5)	OTHR *2 (2) OTHR *3 (15)	MICA (10) OTHR *4 (25) OTHR *5 (58)	MICA (30) OTHR *6 (68)
Analysis Results from Reference Laboratory Two				
Asbestos (%)	CHRY (70)	NONE	CHRY (2.5)	ACTN (2)
Other Fibrous Materials (%)	CELL (10)	FBGL (90)		
Nonfibrous Material (%)	OTHR *7 (20)	OTHR *8 (10)	PERL (77.5) OTHR *9 (20)	OTHR *10 (78) OTHR *11 (20)
Analysis Results from RTI International				
Asbestos (%)	CHRY (57)	TREM(TRA)	CHRY (3)	ACTN (2)
Other Fibrous Materials (%)	OTHR *12 (13)	OTHR *13 (75)	CELL (10) OTHR *14(TRA)	
Nonfibrous Material (%)	CACO (14) OTHR *15 (16)	OTHR *16 (16) OTHR *17 (9)	OTHR *18 (20) OTHR *19 (67)	MICA (18) OTHR *20 (10) OTHR *21 (70)
Acceptable Quantitation Range (%)	CHRY(2-97)	NONE	CHRY(TRA-11)	ACTN(TRA-21)
Summary of Results from all Laboratories				
Type One Asbestos	CHRY	NONE	CHRY	ACTN
Type One Mean	50.6	0.0	4.7	7.1
Type Two Asbestos				
Type Two Mean				
Type Three Asbestos				
Type Three Mean				
Other Asbestos Types Reported in Sample	ANTH, AMOS, TREM	AMOS, CHRY, TREM	ACTN, ANTH, AMOS, TREM	ANTH, AMOS, CHRY, TREM

ACTN=Actinolite
AMOS=Amosite
ANTH=Anthophyllite
CHRY=Chrysotile
CROC=Crocidolite
TREM=Tremolite
CELL=Cellulose
FBGL=Fiberglass/Mineral Wool
SYNT=Synthetic
CACO=Calcium Carbonate (Calcite)
CASO=Calcium Sulfate (Gypsum)
MICA=Micaceous Material
OTHR=Other
TRA=Trace

P=Proficient
NP=Nonproficient
I=Incomplete

Footnotes explaining "OTHR" materials identified during sample analysis:

*1 acc. mins. and binders
*2 foil/paint surface
*3 starch-talc binders
*4 perlite/quartz sand
*5 carbonate/gypsum binder/paint
*6 cabonate/gyps binder
*7 clay, lizardite, opaques, quartz, binders
*8 gypsum, anhydrite, quartz, pigment
*9 binders, clay, quartz
*10 calcareous binder, quartz, polystyrene
*11 vermiculite
*12 Cellulose and organic binder
*13 Mineral wool
*14 Talc
*15 Opaques, accessory minerals and quartz
*16 Organic binders
*17 Paint and foil
*18 Calcite and gypsum binders
*19 Perlite, quartz, mica, opaques, and pigments
*20 Quartz and polyethylene
*21 Calcite and dolomite binders and paint

American Industrial Hygiene Association
Bulk Asbestos Analytical Testing Program
Results of Round A101-414
1/9/2015

George Kouvaras
KAM Consultants Corporation
35-40 36th St
Long Island City, NY 11106-1337
UNITED STATES

Laboratory ID Number
100269

Total Penalty Points	0
Round Status	P
Program Status	P

Lot Designation\Sample ID Numbers	A) 4501	B) 2932	C) 3553	D) 7814
Analysis Results from Laboratory Number	100269			
Asbestos (%)	NONE	AMOS (3)	CHRY (3)	NONE
Other Fibrous Materials (%)	FBGL (5)	CELL (3)		CELL (20)
Nonfibrous Material (%)	OTHR (95)	OTHR (94)	OTHR (97)	OTHR (80)
Penalty Points Assessed	0	0	0	0
Analysis Results from Reference Laboratory One				
Asbestos (%)	NONE	AMOS (5.5)	CHRY (15)	NONE
Other Fibrous Materials (%)	FBGL (5)	CELL (1.0) FBGL (0.5)	CELL (3)	CELL (15)
Nonfibrous Material (%)	OTHR *1 (20) OTHR *2 (75)	MICA (2.0) OTHR *3 (91)	OTHR *4 (82)	MICA (30) CASO (55)
Analysis Results from Reference Laboratory Two				
Asbestos (%)		AMOS (3.5)	CHRY (5.5)	TREM (tr)
Other Fibrous Materials (%)	FBGL (4)	FBGL (tr)	CELL (2)	
Nonfibrous Material (%)	OTHR *5 (10) OTHR *6 (42) OTHR *7 (44)	OTHR *8(96.5)	OTHR *9 (85.5) OTHR *10 (7)	OTHR *11 (12) OTHR *12 (88)
Analysis Results from RTI International				
Asbestos (%)	NONE	AMOS (2)	CHRY (7)	NONE
Other Fibrous Materials (%)	FBGL (6) OTHR *13 (9) CELL (0)	FBGL (0) CELL (0)		CELL (14)
Nonfibrous Material (%)	OTHR *14 (85)	OTHR *15 (98)	OTHR *16 (89) OTHR *17 (1) OTHR *18 (3)	QTZ (7) MICA (20) OTHR *19 (59)
Acceptable Quantitation Range (%)	NONE	AMOS(TRA-12)	CHRY(TRA-20)	NONE
Summary of Results from all Laboratories				
Type One Asbestos		AMOS	CHRY	
Type One Mean		7.9	16.0	
Type Two Asbestos				
Type Two Mean				
Type Three Asbestos				
Type Three Mean				
Other Asbestos Types Reported in Sample	AMOS, CHRY, TREM	ACTN, ANTH, CHRY, CROC, TREM	ANTH, AMOS	ACTN, ANTH, AMOS, CHRY, TREM

ACTN=Actinolite	CHRY=Chrysotile	CELL=Cellulose	CACO=Calcium Carbonate (Calcite)
AMOS=Amosite	CROC=Crocidolite	FBGL=Fiberglass/Mineral Wool	CASO=Calcium Sulfate (Gypsum)
ANTH=Anthophyllite	TREM=Tremolite	SYNT=Synthetic	MICA=Micaceous Material
			OTHR=Other
P=Proficient	NP=Nonproficient	NA=Not Available	

Footnotes explaining "OTHR" materials identified during sample analysis:

*1 styrofoam
*2 qtz sand-cement
*3 gypsum/carbonate binder
*4 vinyl binders pigments
*5 calcareous material acidified
*6 ashed material, ashed material, including styrofoam
*7 clay, quartz, cement, unidentified matrix
*8 mica, clay, gypsum, cement, quartz, unidentified matrix
*9 vinyl , glue, and organics in ash
*10 binders
*11 ashed, including cellulose
*12 calcareous matrix, vermiculite, clay
*13 Polystyrene foam
*14 Cementitious matrix and quartz
*15 Calcareous and cement binders, quartz, mica, and opaques
*16 Vinyl binder
*17 Calcareous binder
*18 Fine-grained mineral filler and pigments
*19 Acid-soluble binder and accessory minerals

American Industrial Hygiene Association
Bulk Asbestos Analytical Testing Program
Results of Round A100-314
10/9/2014

George Kouvaras
KAM Consultants Corporation
35-40 36th St
Long Island City, NY 11106-1337
UNITED STATES

Laboratory ID Number
100269

Total Penalty Points	0
Round Status	P
Program Status	P

Lot Designation\Sample ID Numbers	A) 8605	B) 9542	C) 4187	D) 8508
Analysis Results from Laboratory Number	100269			
Asbestos (%)	CHRY (2)	NONE	CHRY (1)	CHRY (10) AMOS (3)
Other Fibrous Materials (%)		CELL (20)	CELL (20)	
Nonfibrous Material (%)	OTHR (98)	OTHR (80)	OTHR (79)	OTHR (87)
Penalty Points Assessed	0	0	0	0
Analysis Results from Reference Laboratory One				
Asbestos (%)	CHRY (5)	NONE	CHRY (4.0)	CHRY (10) AMOS (5)
Other Fibrous Materials (%)		WOLL (4) CELL (40)	CELL (30)	
Nonfibrous Material (%)	OTHR *1 (35) OTHR *2 (60)	OTHR *3 (55) OTHR *4 (1)	PERL (10) OTHR *5 (56)	OTHR *6 (85)
Analysis Results from Reference Laboratory Two				
Asbestos (%)	CHRY(0.75)	NONE	CHRY (2)	AMOS(4.5) CHRY (2.0)
Other Fibrous Materials (%)		CELL (7) WOLL (7)	FBGL (tr) CELL (25)	
Nonfibrous Material (%)	OTHR *7 (65) OTHR *8 (20) OTHR *9 (14.25)	OTHR *10 (8) OTHR *11 (78)	OTHR *12 (53) OTHR *13 (20)	OTHR *14 (45) OTHR *15(48.5)
Analysis Results from RTI International				
Asbestos (%)	CHRY (3)		CHRY (3)	CHRY (5) AMOS (6)
Other Fibrous Materials (%)		WOLL (3) CELL (5)	CELL (25)	
Nonfibrous Material (%)	OTHR *16 (67) OTHR *17 (21) OTHR *18 (9)	OTHR *19 (92)	OTHR *20 (12) OTHR *21 (60)	CACO (48) OTHR *22 (41)
Acceptable Quantitation Range (%)	CHRY(TRA-10)	NONE	CHRY(TRA-10)	AMOS(3-25) CHRY(TRA-15)
Summary of Results from all Laboratories				
Type One Asbestos	CHRY	NONE	CHRY	AMOS
Type One Mean	2.9	0.0	3.5	10.1
Type Two Asbestos				CHRY
Type Two Mean				13.4
Type Three Asbestos				
Type Three Mean				
Other Asbestos Types Reported in Sample	AMOS	ACTN, ANTH, AMOS, CHRY, TREM	ANTH, AMOS	ANTH, CROC, TREM

American Industrial Hygiene Association
Bulk Asbestos Analytical Testing Program
Results of Round A99-214
7/9/2014

George Kouvaras
KAM Consultants Corporation
35-40 36th St
Long Island City, NY 11106-1337
UNITED STATES

Laboratory ID Number
100269

Total Penalty Points	0
Round Status	P
Program Status	P

Lot Designation\Sample ID Numbers	A) 5985	B) 7362	C) 7283	D) 8834
Analysis Results from Laboratory Number	100269			
Asbestos (%)	AMOS (3)	CHRY(80)	AMOS(10)	NONE
Other Fibrous Materials (%)	FBGL (50)	SYNT (5)		
Nonfibrous Material (%)	OTHR(47)	OTHR(15)	OTHR(90)	OTHR(100)
Penalty Points Assessed	0	0	0	0
Analysis Results from Reference Laboratory One				
Asbestos (%)	AMOS (4.3)	CHRY (89)	AMOS(13.8) CHRY (0.3)	NONE
Other Fibrous Materials (%)	FBGL (82) CELL (0.7)	SYNT (10) CELL (0.5)	CELL (0.9)	
Nonfibrous Material (%)	OTHR *1 (12) OTHR *2 (1)	OTHR *3 (0.5)	CACO (85)	OTHR *4 (35) OTHR *5 (65)
Analysis Results from Reference Laboratory Two				
Asbestos (%)	AMOS (3.5)	CHRY (90)	AMOS (7.5)	NONE
Other Fibrous Materials (%)	FBGL (90)	OTHR *6 (1)		OTHR *7 (0)
Nonfibrous Material (%)	OTHR *8 (6.5)	OTHR *9 (9)	OTHR *10(33.5) OTHR *11 (59)	OTHR *12 (70) OTHR *13 (22) OTHR *14 (8)
Analysis Results from RTI International				
Asbestos (%)	AMOS (5)	CHRY (83)	AMOS (8) CHRY (0)	NONE
Other Fibrous Materials (%)	FBGL (82)	CELL (2) SYNT (13)		OTHR *15 (0)
Nonfibrous Material (%)	OTHR *16 (13)	OTHR *17 (2)	OTHR *18 (46) OTHR *19 (46)	CACO (71) OTHR *20 (26) OTHR *21 (3)
Acceptable Quantitation Range (%)	AMOS(TRA-20)	CHRY(75-95)	AMOS(TRA-30) CHRY(TRA-1)	NONE
Summary of Results from all Laboratories				
Type One Asbestos	AMOS	CHRY	AMOS	

Type One Mean	5.2	82.9	16.3	
Type Two Asbestos			CHRY	
Type Two Mean			8.6	
Type Three Asbestos				
Type Three Mean				
Other Asbestos Types Reported in Sample	ACTN,ANTH,CHRY, CROC,TREM	AMOS, CHRY	ACTN, ANTH, CROC, TREM	ACTN, AMOS, CHRY, TREM

ACTN=Actinolite
AMOS=Amosite
ANTH=Anthophyllite
CHRY=Chrysotile
CROC=Crocidolite
TREM=Tremolite
CELL=Cellulose
FBGL=Fiberglass/Mineral Wool
SYNT=Synthetic
ACID = acid-soluble fraction, including but not limited to, calcite, gypsum, dolomite, magnesite, hydromagnesite, anhydrite, and bassanite
MICA=Micaceous Material
OTHR=Other

Round Status: P=Pass F=Fail TE = Temporarily Excused

Program Status: P=Proficient NP=Nonproficient NA = Not Applicable

Footnotes explaining "OTHR" materials identified during sample analysis:

*1 binders
*2 paint
*3 accessory mins
*4 calcite aggregate
*5 vinyl binders, pigments
*6 viscose
*7 amphibole cleavage fragments
*8 pigments, clay, and binders
*9 clay, binders, glue
*10 acid-soluble matrix
*11 unidentified matrix, clay
*12 acid-soluble matrix
*13 vinyl binder
*14 clay and pigments
*15 Tremolite cleavage fragments
*16 Unspecified binder and paint
*17 Unspecified binder and opaques
*18 Calcareous binder
*19 Unspecified binder
*20 Vinyl binder
*21 Pigments, quartz, and mica

American Industrial Hygiene Association
Bulk Asbestos Analytical Testing Program
Results of Round A98-114
4/9/2014

George Kouvaras
KAM Consultants Corporation
35-40 36th St
Long Island City, NY 11106-1337
UNITED STATES

Laboratory ID Number
100269

Total Penalty Points	20
Round Status	P
Program Status	P

Lot Designation\Sample ID Numbers	A) 5505		B) 3342		C) 3527		D) 8958	
Analysis Results from Laboratory Number	100269							
Asbestos (%)	CROC	(5)	NONE		CHRY	(4)	CHRY	(80)
Other Fibrous Materials (%)			CELL	(90)				
Nonfibrous Material (%)	OTHR	(95)	OTHR	(10)	OTHR	(96)	OTHR	(20)
Penalty Points Assessed		20		0		0		0
Analysis Results from Reference Laboratory One								
Asbestos (%)	CROC	(1.5)	NONE	(0)	CHRY	(10.0)	CHRY	(85)
Other Fibrous Materials (%)	CELL	(tr)	CELL	(99)				
	SYNT	(tr)						
Nonfibrous Material (%)	CACO	(98.5)	OTHR *1	(1)	OTHR *2	(90)	OTHR *3	(15)
Analysis Results from Reference Laboratory Two								
Asbestos (%)	CROC	(0.5)			CHRY	(2.5)	CHRY	(80)
Other Fibrous Materials (%)			CELL	(90)			SYNT	(1)
Nonfibrous Material (%)	OTHR *4	(99.5)	OTHR *5	(10)	OTHR *6	(92)		
					OTHR *7	(5.5)	OTHR *8	(19)
Analysis Results from RTI International								
Asbestos (%)	CROC	(0.5)	NONE		CHRY	(3)	CHRY	(66)
	NONE		NONE		NONE		NONE	
	NONE		NONE		NONE		NONE	
Other Fibrous Materials (%)	NONE		CELL	(93)	NONE		NONE	
	NONE		FBGL	(trace)	NONE		NONE	
	NONE		NONE		NONE		NONE	
Nonfibrous Material (%)	CASO	(99.5)	OTHR *9	(7)	QTZ	(trace)	OTHR *11	(34)
	NONE		NONE		OTHR *10	(97)	NONE	
	NONE		NONE		NONE		NONE	
Acceptable Quantitation Range (%)	CROC (TRA-3)		NONE		CHRY (TRA-10)		CHRY (45-90)	
Summary of Results from all Laboratories								
Type One Asbestos	CROC		NONE		CHRY		CHRY	
Type One Mean	6.8		0.0		13.7		79.8	
Type Two Asbestos								
Type Two Mean								
Type Three Asbestos								
Type Three Mean								
Other Asbestos Types Reported in Sample	ACTN, ANTH, AMOS, CHRY, TREM		AMOS, CHRY, CROC		ACTN, ANTH, AMOS, CROC		ANTH, AMOS, CROC	

ACTN=Actinolite
AMOS=Amosite
ANTH=Anthophyllite
CHRY=Chrysotile
CROC=Crocidolite
TREM=Tremolite
CELL=Cellulose
FBGL=Fiberglass/Mineral Wool
SYNT=Synthetic
ACID = acid-soluble fraction, including but not limited to, calcite, gypsum, dolomite, magnesite, hydromagnesite, anhydrite, and bassanite
MICA=Micaceous Material
OTHR=Other

Round Status: P=Pass F=Fail TE = Temporarily Excused

Program Status: P=Proficient NP=Nonproficient NA = Not Applicable

Footnotes explaining "OTHR" materials identified during sample analysis:

*1 tar on paper backing
*2 gypsum/carbonate binder
*3 foil-paint/binder
*4 calcareous matrix, including acidified matrix
*5 clay, binders, pigments
*6 calcareous matrix - acidified
*7 clay, unidentified matrix
*8 opaques, pigments, glue
*9 calcareous and noncalcareous binders and quartz
*10 gypsum, bassanite, and dolomite
*11 acid soluble binder, adhesive, and paint

American Industrial Hygiene Association
Bulk Asbestos Analytical Testing Program
Results of Round A97-413
1/10/2014

George Kouvaras
KAM Consultants Corporation
35-40 36th St
Long Island City, NY 11106-1337
UNITED STATES

Laboratory ID Number
100269

Total Penalty Points 0
Round Status P
Program Status P

Lot Designation\Sample ID Numbers	A) 4345		B) 4962		C) 3437		D) 5454	
Analysis Results from Laboratory Number	100269							
Asbestos (%)	NONE		AMOS	(3)	CHRY	(10)	AMOS	(8)
							CHRY	(3)
Other Fibrous Materials (%)			FBGL	(37)			FBGL	(3)
Nonfibrous Material (%)	OTHR	(100)	OTHR	(60)	OTHR	(90)	OTHR	(86)
Penalty Points Assessed		0		0		0		0
Analysis Results from Reference Laboratory One								
Asbestos (%)	NONE		AMOS	(4.5)	CHRY	(3)	AMOS	(11)
							CHRY	(1.8)
Other Fibrous Materials (%)	CELL	(0.1)	FBGL	(82)	CELL	(20)		
	SYNT	(0.1)	CELL	(0.5)				
Nonfibrous Material (%)	OTHR *1	(35)	OTHR *4	(12)	OTHR *6	(75)	CACO	(87)
	OTHR *2	(64)	OTHR *5	(1)	MICA	(1)	OTHR *8	(0.2)
	OTHR *3	(0.8)			OTHR *7	(1)		
Analysis Results from Reference Laboratory Two								
Asbestos (%)		(0)	AMOS	(2.5)	CHRY	(3.5)	CHRY	(1)
							AMOS	(7.5)
Other Fibrous Materials (%)			FBGL	(82.5)	FBGL	(tr)		
Nonfibrous Material (%)	OTHR *9	(7)	OTHR *12	(5)	OTHR *14	(60)	OTHR *16	(71.5)
	OTHR *10	(75)			OTHR *15	(36.5)	OTHR *17	(20)
	OTHR *11	(18)	OTHR *13	(10)				
Analysis Results from RTI International								
Asbestos (%)	NONE		AMOS	(3)	CHRY	(7)	AMOS	(8)
	NONE		NONE		NONE		CHRY	(1)
	NONE		NONE		NONE		NONE	
Other Fibrous Materials (%)	SYNT	(tra)	FBGL	(65)	CELL	(tra)	NONE	
	NONE		NONE		NONE		NONE	
	NONE		NONE		NONE		NONE	
Nonfibrous Material (%)	CACO	(80)	OTHR *19	(32)	OTHR *20	(55)	CACO	(24)
	QTZ	(1)	NONE		CACO	(13)	OTHR *22	(67)
	OTHR *18	(19)	NONE		OTHR *21	(25)	NONE	
Acceptable Quantitation Range (%)	NONE		AMOS (TRA-10)		CHRY (TRA-18)		AMOS (TRA-28)	
							CHRY (TRA-4)	
Summary of Results from all Laboratories								
Type One Asbestos			AMOS		CHRY		AMOS	
Type One Mean			4.3		5.4		14.7	
Type Two Asbestos							CHRY	
Type Two Mean							2.8	
Type Three Asbestos								
Type Three Mean								
Other Asbestos Types Reported in Sample	ACTN, AMOS, CHRY, TREM		ANTH, CHRY, TREM		ACTN, AMOS, TREM		ACTN, ANTH, CROC, TREM	

ACTN=Actinolite
AMOS=Amosite
ANTH=Anthophyllite
CHRY=Chrysotile
CROC=Crocidolite
TREM=Tremolite
CELL=Cellulose
FBGL=Fiberglass/Mineral Wool
SYNT=Synthetic
ACID = acid-soluble fraction, including but not limited to, calcite, gypsum, dolomite, magnesite, hydromagnesite, anhydrite, and bassanite
MICA=Micaceous Material
OTHR=Other

Round Status: P=Pass F=Fail TE = Temporarily Excused

Program Status: P=Proficient NP=Nonproficient NA = Not Applicable

Footnotes explaining "OTHR" materials identified during sample analysis:

*1 calcite/quart agg.
*2 vinyl binders/ pigments
*3 tar mastic
*4 binder
*5 surface paint
*6 gravel / asphalt-tar
*12 clay, pigment
*13 ash (organics)
*14 ash
*15 mica, quartz, feldspars, clays, aggregate, unspecified minerals
*16 mica, binders, unidentified matrix
*17 acid (calcareous material)

American Industrial Hygiene Association
Bulk Asbestos Analytical Testing Program
Results of Round A96-313
10/10/2013

George Kouvaras
KAM Consultants Corporation
35-40 36th St
Long Island City, NY 11106-1337
UNITED STATES

Laboratory ID Number
100269

Total Penalty Points 20
Round Status P
Program Status P

Lot Designation\Sample ID Numbers	A) 8911		B) 1126		C) 1063		D) 4774	
Analysis Results from Laboratory Number	100269							
Asbestos (%)	NONE	(0)	CHRY	(5)	AMOS	(5)	CHRY	(10)
		(0)		(0)		(0)	AMOS	(9)
		(0)		(0)		(0)		(0)
Other Fibrous Materials (%)	CELL	(20)		(0)	FBGL	(5)	CELL	(3)
	FBGL	(10)		(0)		(0)		(0)
Nonfibrous Material (%)	OTHR	(70)	OTHR	(95)	OTHR	(90)	OTHR	(78)
Penalty Points Assessed		0		0		20		0
Analysis Results from Reference Laboratory One								
Asbestos (%)	NONE		CHRY	(1.0)	AMOS	(2.5)	AMOS	(7)
							CHRY	(7)
Other Fibrous Materials (%)	CELL	(12)	CELL	(tr)	FBGL	(2)	CELL	(tr)
	FBGL	(3)			CELL	(0.5)		
Nonfibrous Material (%)	MICA	(45)	OTHR *1	(99)	CACO	(95)	CACO	(86)
	CASO	(40)			OTHR *2	(tr)	OTHR *3	(tr)
Analysis Results from Reference Laboratory Two								
Asbestos (%)			CHRY	(1.5)	AMOS	(0.75)	CHRY	(1.5)
							AMOS	(5.5)
Other Fibrous Materials (%)	FBGL	(3)			FBGL	(0.5)		
	CELL	(5)						
Nonfibrous Material (%)	OTHR *4	(30)			OTHR *9	(3.75)		
	OTHR *5	(40)	OTHR *7	(50)	OTHR *10	(95)	OTHR *11	(80)
	OTHR *6	(22)	OTHR *8	(48.5)			OTHR *12	(13)
Analysis Results from RTI International								
Asbestos (%)	NONE		CHRY	(4)	AMOS	(0.5)	AMOS	(10)
							CHRY	(5)
Other Fibrous Materials (%)	CELL	(10)			FBGL	(0.5)	CELL	(tra)
	FBGL	(10)						
Nonfibrous Material (%)	MICA	(25)	OTHR *14	(96)	CASO	(99)	OTHR *15	(85)
	OTHR *13	(55)						
Acceptable Quantitation Range (%)	NONE		CHRY	(TRA - 10)	AMOS	(TRA - 3)	AMOS	(3 - 20)
							CHRY	(TRA - 10)
Summary of Results from all Laboratories								
Type One Asbestos			CHRY		AMOS		AMOS	
Type One Mean			6.3		5.4		11.9	
Type Two Asbestos							CHRY	
Type Two Mean							11.5	
Type Three Asbestos								
Type Three Mean								
Other Asbestos Types Reported in Sample	ACTN, ANTH, AMOS, CHRY, TREM		ACTN, ANTH, AMOS		ACTN, ANTH, CHRY, CROC, TREM		ACTN, ANTH, CROC	

ACTN=Actinolite
AMOS=Amosite
ANTH=Anthophyllite
CHRY=Chrysotile
CROC=Crocidolite
TREM=Tremolite
CELL=Cellulose
FBGL=Fiberglass/Mineral Wool
SYNT=Synthetic
ACID = acid-soluble fraction, including but not limited to, calcite, gypsum, dolomite, magnesite, hydromagnesite, anhydrite, and bassanite
MICA=Micaceous Material
OTHR=Other

Round Status: P=Pass F=Fail TE = Temporarily Excused

Program Status: P=Proficient NP=Nonproficient NA = Not Applicable

Footnotes explaining "OTHR" materials identified during sample analysis:

*1 calcareous/quartzmatrix
*2 wollastonite/tremolite clvg. frags.
*3 associated minerals (magnetite, etc.)
*4 clay, vermiculite
*5 perlite, calcareous material (acid)
*6 unspecified matrix material
*7 calcareous material acidified
*8 quartz, pigments, unidentified matrix
*9 unidentified matrix
*10 calcareous material acidified
*11 calcareous material acidified
*12 unidentified matrix
*13 Calcite and calcium sulfates present
*14 Calcite, magnesite, quartz, and anatase
*15 Hydromagnesite binder

American Industrial Hygiene Association
Bulk Asbestos Analytical Testing Program
Results of Round A95-213
7/8/2013

George Kouvaras
KAM Consultants Corporation
35-40 36th St
Long Island City, NY 11106-1337
UNITED STATES

Laboratory ID Number
100269

Total Penalty Points 50
Round Status P
Program Status P

Lot Designation\Sample ID Numbers	A) 7021		B) 1256		C) 6467		D) 2304	
Analysis Results from Laboratory Number	100269							
Asbestos (%)	CHRY	(3)	AMOS	(5)	CHRY	(6)	CHRY	(15)
		(0)		(0)		(0)		(0)
		(0)		(0)		(0)		(0)
Other Fibrous Materials (%)	CELL	(1)	FBGL	(75)	CELL	(1)	NONE	(0)
		(0)	CELL	(3)		(0)		(0)
Nonfibrous Material (%)	OTHR	(96)	OTHR	(17)	OTHR	(93)	OTHR	(85)
Penalty Points Assessed		0		50		0		0
Analysis Results from Reference Laboratory One								
Asbestos (%)	CHRY	(3.5)	AMOS	(3.8)	CHRY	(5.9)	CHRY	(8)
			CHRY	(0.3)	ACTN	(0.1)		
Other Fibrous Materials (%)	CELL	(25)	FBGL	(78)	CELL	(1)	CELL	(1)
			CELL	(0.9)				
Nonfibrous Material (%)	CACO	(56)	OTHR	(2)	MICA	(45)	QTZ	(20)
	PERL	(15.5)	OTHR	(15)	CASO	(48)	OTHR	(71)
Analysis Results from Reference Laboratory Two								
Asbestos (%)	CHRY	(2.5)	AMOS	(3.5)	CHRY	(3.5)	CHRY	(6)
			CHRY	(0.5)				
Other Fibrous Materials (%)	CELL	(20)	FBGL	(90)				
Nonfibrous Material (%)	OTHR	(62)	OTHR	(6)				
	OTHR	(15.5)			OTHR	(33.5)	OTHR	(36)
					OTHR	(63)	OTHR	(58)
Analysis Results from RTI International								
Asbestos (%)	CHRY	(3)	AMOS	(4)	CHRY	(7)	CHRY	(5)
			CHRY	(1)	ACTN	(TRA)		
Other Fibrous Materials (%)	CELL	(29)	FBGL	(55)				
Nonfibrous Material (%)	PERL	(10)	OTHR	(35)	OTHR	(28)	OTHR	(30)
	OTHR	(50)	OTHR	(5)	CASO	(65)	CASO	(60)
	OTHR	(8)					OTHR	(5)
Acceptable Quantitation Range (%)	CHRY (TRA-6)		AMOS (TRA-13)		CHRY (1 TO 15)		CHRY (TRA-15)	
			CHRY (TRA-4)					
Summary of Results from all Laboratories								
Type One Asbestos	CHRY		AMOS		CHRY		CHRY	
Type One Mean	4.4		5.4		6.9		17.2	
Type Two Asbestos			CHRY					
Type Two Mean			2.2					
Type Three Asbestos								
Type Three Mean								
Other Asbestos Types Reported in Sample	ACTN, AMOS, ANTH, TREM		ACTN, ANTH, CROC, TREM		ACTN, AMOS, ANTH, TREM		ACTN, AMOS, ANTH, TREM	

ACTN=Actinolite
AMOS=Amosite
ANTH=Anthophyllite
CHRY=Chrysotile
CROC=Crocidolite
TREM=Tremolite
CELL=Cellulose
FBGL=Fiberglass/Mineral Wool
SYNT=Synthetic
ACID = acid-soluble fraction, including but not limited to, calcite, gypsum, dolomite, magnesite, hydromagnesite, anhydrite, and bassanite
MICA=Micaceous Material
OTHR=Other

Round Status: P=Pass F=Fail TE = Temporarily Excused

Program Status: P=Proficient NP=Nonproficient NA = Not Applicable

WADSWORTH CENTER
NEW YORK STATE DEPARTMENT OF HEALTH

New York ELAP Proficiency Test Report

Lab Id: 11273
EPA Lab Code: NY01308

KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 01-Dec-2015
Closing Date : 14-Jan-2016
Score Date : 03-Feb-2016

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 389 Asbestos in Bulk Samples and Fibers in Air by Light Microscopy

Analyte Name	Units	Sample ID	Test Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Air and Emissions Airborne Fiber Samples								
Fibers Analyte Code:	Fibers per mm2	1342	NIOSH 7400 A RULES	232 1/5/16	221 272.7	65.5	24.5 - 418 *83 passed out of 84 reported results.*	Satisfactory
Fibers Analyte Code:	Fibers per mm2	4220	NIOSH 7400 A RULES	126 1/5/16	123 133.72	33.2	23.4 - 223 *81 passed out of 84 reported results.*	Satisfactory
Fibers Analyte Code:	Fibers per mm2	7112	NIOSH 7400 A RULES	421 1/5/16	441 521.76	110	111 - 771 *84 passed out of 84 reported results.*	Satisfactory
Fibers Analyte Code:	Fibers per mm2	7296	NIOSH 7400 A RULES	579 1/5/16	513 521.76	136	105 - 921 *84 passed out of 84 reported results.*	Satisfactory
							Overall Evaluation:	**Satisfactory**
Sample: Solid and Hazardous Waste Bulk Asbestos Sample (Identification)								
Percent Asbestos Analyte Code:	%	4560	Item 198.1 of Manual	Anth 1.9 1/5/16	1.85 5.4	0.773	1.0% - 5.9% *58 passed out of 70 reported results.*	Satisfactory
Percent Asbestos Analyte Code:	%	7267	Item 198.1 of Manual	Chrys 4.5 1/5/16	3.04 5.00	1.65	1.0% - 6.3% *61 passed out of 70 reported results.*	Satisfactory
Percent Asbestos Analyte Code:	%	8722	Item 198.1 of Manual	Chrys 2.6 1/5/16	4.55 10.2	2.2	1.0% - 11% *67 passed out of 70 reported results.*	Satisfactory

WADSWORTH CENTER
NEW YORK STATE DEPARTMENT OF HEALTH

New York ELAP Proficiency Test Report

Lab Id: 11273

EPA Lab Code:
NY01308

KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 01-Dec-2015
Closing Date : 14-Jan-2016
Score Date : 03-Feb-2016

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 389 Asbestos in Bulk Samples and Fibers in Air by Light Microscopy

Analyte Name	Units	Sample ID	Test Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Solid and Hazardous Waste								
Bulk Asbestos Sample (Identification)								
Percent Asbestos	%	9496	Item 198.1 of Manual	Anth 1.3	3.98	2.34	1.0% - 9.9%	Satisfactory
Analyte Code:				1/5/16	9.00		*55 passed out of 70 reported results.*	

Overall Evaluation: Satisfactory

WADSWORTH CENTER
NEW YORK STATE DEPARTMENT OF HEALTH

New York ELAP Proficiency Test Report

Lab Id: 11273
EPA Lab Code: NY01308

KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 02-Jun-2015
Closing Date : 16-Jul-2015
Score Date : 05-Aug-2015

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 384 Asbestos in Bulk Samples and Fibers in Air by Light Microscopy

Analyte Name	Units	Sample ID	Test Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Air and Emissions Airborne Fiber Samples								
Fibers **Analyte Code:**	Fibers per mm2	1697	NIOSH 7400 A RULES	65 7/14/15	49.6 66.53	16.2	1.00 - 98.2 *85 passed out of 85 reported results.*	Satisfactory
Fibers **Analyte Code:**	Fibers per mm2	3151	NIOSH 7400 A RULES	201 7/14/15	229 280.12	51.9	73.3 - 385 *84 passed out of 85 reported results.*	Satisfactory
Fibers **Analyte Code:**	Fibers per mm2	6068	NIOSH 7400 A RULES	276 7/14/15	292 330.89	74.2	69.4 - 515 *83 passed out of 85 reported results.*	Satisfactory
Fibers **Analyte Code:**	Fibers per mm2	8353	NIOSH 7400 A RULES	505 7/14/15	673 886.67	175	148 - 1200 *84 passed out of 85 reported results.*	Satisfactory
							Overall Evaluation:	**Satisfactory**
Sample: Solid and Hazardous Waste Bulk Asbestos Sample (Identification)								
Percent Asbestos **Analyte Code:**	%	4780	Item 198.1 of Manual	Trem/ Act 2.5 7/6/15	6.45 12.7	3.68	1.1% - 14% *61 passed out of 69 reported results.*	Satisfactory
Percent Asbestos **Analyte Code:**	%	6973	Item 198.1 of Manual	Chrys 15 7/6/15	9.2 14.7	4.43	1.1% - 18% *63 passed out of 69 reported results.*	Satisfactory
Percent Asbestos **Analyte Code:**	%	9145	Item 198.1 of Manual	Croc 1.1 7/6/15	1.47 2.7	0.881	1.1% - 4.6% *41 passed out of 69 reported results.*	Satisfactory

WADSWORTH CENTER
NEW YORK STATE DEPARTMENT OF HEALTH

New York ELAP Proficiency Test Report

Lab Id: 11273
EPA Lab Code: NY01308

KAM CONSULTANTS
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LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 02-Jun-2015
Closing Date : 16-Jul-2015
Score Date : 05-Aug-2015

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 384 Asbestos in Bulk Samples and Fibers in Air by Light Microscopy

Analyte Name	Units	Sample ID	Test Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Solid and Hazardous Waste								
Bulk Asbestos Sample (Identification)								
Percent Asbestos	%	9808	Item 198.1 of Manual	No Asb				Satisfactory
Analyte Code:				7/6/15	0.00		*69 passed out of 69 reported results.*	

Overall Evaluation: Satisfactory

WADSWORTH CENTER
NEW YORK STATE DEPARTMENT OF HEALTH

New York ELAP Proficiency Test Report

Lab Id: 11273

EPA Lab Code: NY01308

KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 18-Nov-2014
Closing Date : 31-Dec-2014
Score Date : 21-Jan-2015

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 379 Asbestos in Bulk Samples and Fibers in Air by Light Microscopy

Analyte Name	Units	Sample ID	Test Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Air and Emissions Airborne Fiber Samples								
Fibers Analyte Code:	Fibers per mm2	1385	NIOSH 7400 A RULES	107.6 12/24/14	103 108.94	37.3	10.0 - 215 *82 passed out of 84 reported results.*	Satisfactory
Fibers Analyte Code:	Fibers per mm2	1956	NIOSH 7400 A RULES	74.5 12/24/14	79.5 86.14	24	7.50 - 152 *80 passed out of 84 reported results.*	Satisfactory
Fibers Analyte Code:	Fibers per mm2	4514	NIOSH 7400 A RULES	374.7 12/24/14	412 377.03	94.9	127 - 697 *83 passed out of 84 reported results.*	Satisfactory
Fibers Analyte Code:	Fibers per mm2	7995	NIOSH 7400 A RULES	184 12/24/14	224 242.03	62.1	37.7 - 410 *82 passed out of 84 reported results.*	Satisfactory
							Overall Evaluation:	**Satisfactory**
Sample: Solid and Hazardous Waste Bulk Asbestos Sample (Identification)								
Percent Asbestos Analyte Code:	%	4024	Item 198.1 of Manual	No Asb 12/23/14	0.00		*66 passed out of 66 reported results.*	Satisfactory
Percent Asbestos Analyte Code:	%	5767	Item 198.1 of Manual	No Asb 12/23/14	0.00		*66 passed out of 66 reported results.*	Satisfactory
Percent Asbestos Analyte Code:	%	5841	Item 198.1 of Manual	No Asb 12/23/14	0.00		*66 passed out of 66 reported results.*	Satisfactory

WADSWORTH CENTER
NEW YORK STATE DEPARTMENT OF HEALTH

New York ELAP Proficiency Test Report

Lab Id: 11273

EPA Lab Code:
NY01308

KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 18-Nov-2014
Closing Date : 31-Dec-2014
Score Date : 21-Jan-2015

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 379 Asbestos in Bulk Samples and Fibers in Air by Light Microscopy

Analyte Name	Units	Sample ID	Test Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Solid and Hazardous Waste								
Bulk Asbestos Sample (Identification)								
Percent Asbestos	%	7037	Item 198.1 of Manual	No Asb				Satisfactory
Analyte Code:				12/23/14	0.00		*65 passed out of 66 reported results.*	

Overall Evaluation: Satisfactory

WADSWORTH CENTER
NEW YORK STATE DEPARTMENT OF HEALTH

New York ELAP Proficiency Test Report

Lab Id: 11273

EPA Lab Code: NY01308

KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 20-May-2014
Closing Date : 03-Jul-2014
Score Date : 23-Jul-2014

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 374 Asbestos in Bulk Samples and Fibers in Air by Light Microscopy

Analyte Name	Units	Sample ID	Test Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Air and Emissions								
Airborne Fiber Samples								
Fibers	Fibers per mm2	2747	NIOSH 7400 A RULES	236	249	66	51.0 - 447	Satisfactory
Analyte Code:				7/2/14	241.47		*81 passed out of 82 reported results.*	
Fibers	Fibers per mm2	2931	NIOSH 7400 A RULES	260	295	70.2	84.4 - 506	Satisfactory
Analyte Code:				7/2/14	309.52		*80 passed out of 82 reported results.*	
Fibers	Fibers per mm2	3116	NIOSH 7400 A RULES	212	199	48.9	52.3 - 346	Satisfactory
Analyte Code:				7/2/14	210.8		*81 passed out of 82 reported results.*	
Fibers	Fibers per mm2	7431	NIOSH 7400 A RULES	45	43.2	15	15.0 - 88.2	Satisfactory
Analyte Code:				7/2/14	48.8		*80 passed out of 82 reported results.*	

Overall Evaluation: Satisfactory

Sample: Solid and Hazardous Waste								
Bulk Asbestos Sample (Identification)								
Percent Asbestos	%	2839	Item 198.1 of Manual	Amosite 4.5	10.9	4.55	1.8% - 20%	Satisfactory
Analyte Code:				6/9/14	4.00		*61 passed out of 64 reported results.*	
Percent Asbestos	%	5639	Item 198.1 of Manual	Chrys 66.7	61.3	19.3	23% - 100%	Satisfactory
Analyte Code:				6/9/14	75.0		*62 passed out of 64 reported results.*	
Percent Asbestos	%	8971	Item 198.1 of Manual	No Asb				Satisfactory
Analyte Code:				6/9/14	0.00		*64 passed out of 64 reported results.*	

WADSWORTH CENTER
NEW YORK STATE DEPARTMENT OF HEALTH

New York ELAP Proficiency Test Report

Lab Id: 11273

EPA Lab Code:
NY01308

KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 20-May-2014
Closing Date : 03-Jul-2014
Score Date : 23-Jul-2014

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 374 Asbestos in Bulk Samples and Fibers in Air by Light Microscopy

Analyte Name	Units	Sample ID	Test Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Solid and Hazardous Waste Bulk Asbestos Sample (Identification)								
Percent Asbestos	%	9046	Item 198.1 of Manual	Anth 1.9	8.77	4.48	1.1% - 18%	Satisfactory
Analyte Code:				6/9/14	12.7		*55 passed out of 64 reported results.*	

Overall Evaluation: Satisfactory

WADSWORTH CENTER
NEW YORK STATE DEPARTMENT OF HEALTH

New York ELAP Proficiency Test Report

Lab Id: 11273

EPA Lab Code: NY01308

KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 19-Nov-2013
Closing Date : 02-Jan-2014
Score Date : 23-Jan-2014

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 369 Asbestos in Bulk Samples and Fibers in Air by Light Microscopy

Analyte Name	Units	Sample ID	Test Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Air and Emissions Airborne Fiber Samples								
Fibers Analyte Code:	Fibers	1668	NIOSH 7400 A RULES	269.4 12/16/13	217 190.84	63.4	26.8 - 407 *88 passed out of 88 reported results.*	Satisfactory
Fibers Analyte Code:	Fibers	4173	NIOSH 7400 A RULES	98.7 12/16/13	115 112.94	47.7	12.0 - 258 *85 passed out of 88 reported results.*	Satisfactory
Fibers Analyte Code:	Fibers	5167	NIOSH 7400 A RULES	341.9 12/16/13	354 303.58	87.3	92.1 - 616 *87 passed out of 88 reported results.*	Satisfactory
Fibers Analyte Code:	Fibers	8648	NIOSH 7400 A RULES	265.4 12/16/13	315 337.9	90.1	44.7 - 585 *85 passed out of 88 reported results.*	Satisfactory

Overall Evaluation: Satisfactory

Sample: Solid and Hazardous Waste Bulk Asbestos Sample (Identification)								
Percent Asbestos Analyte Code:	%	1189	Item 198.1 of Manual	No Asb 12/30/13	0.00		*71 passed out of 71 reported results.*	Satisfactory
Percent Asbestos Analyte Code:	%	6015	Item 198.1 of Manual	Chrys 12.9 12/30/13	25.1 22.7	13.8	1.0% - 53% *70 passed out of 71 reported results.*	Satisfactory
Percent Asbestos Analyte Code:	%	6125	Item 198.1 of Manual	No Asb 12/30/13	0.00		*70 passed out of 71 reported results.*	Satisfactory

WADSWORTH CENTER
NEW YORK STATE DEPARTMENT OF HEALTH

New York ELAP Proficiency Test Report

Lab Id: 11273

EPA Lab Code: NY01308

KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 19-Nov-2013
Closing Date : 02-Jan-2014
Score Date : 23-Jan-2014

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 369 Asbestos in Bulk Samples and Fibers in Air by Light Microscopy

Analyte Name	Units	Sample ID	Test Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Solid and Hazardous Waste								
Bulk Asbestos Sample (Identification)								
Percent Asbestos	%	8556	Item 198.1 of Manual	Trem/ Act 3.2 12/30/13	6.62 6.7	3.27	1.0% - 13%	Satisfactory
Analyte Code:							*65 passed out of 71 reported results.*	

Overall Evaluation: Satisfactory

WADSWORTH CENTER
NEW YORK STATE DEPARTMENT OF HEALTH

New York ELAP Proficiency Test Report

Lab Id: 11273
EPA Lab Code: NY01308

KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 21-May-2013
Closing Date : 03-Jul-2013
Score Date : 24-Jul-2013

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 364 Asbestos in Bulk Samples and Fibers in Air by Light Microscopy

Analyte Name	Units	Sample ID	Test Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Air and Emissions Airborne Fiber Samples								
Fibers	Fibers	3552	NIOSH 7400 A RULES	133	117	2.02	42.8 - 228	Satisfactory
Analyte Code:				6/20/13	117		*88 passed out of 90 reported results.*	
Fibers	Fibers	4591	NIOSH 7400 A RULES	215	292	6.66	87.6 - 615	Satisfactory
Analyte Code:				6/20/13	292		*89 passed out of 90 reported results.*	
Fibers	Fibers	5412	NIOSH 7400 A RULES	396	471	8.82	164 - 936	Satisfactory
Analyte Code:				6/20/13	471		*88 passed out of 90 reported results.*	
Fibers	Fibers	6646	NIOSH 7400 A RULES	167	202	4.45	61.9 - 420	Satisfactory
Analyte Code:				6/20/13	202		*89 passed out of 90 reported results.*	

Overall Evaluation: Satisfactory

Sample: Solid and Hazardous Waste Bulk Asbestos Sample (Identification)								
Percent Asbestos	%	1231	Item 198.1 of Manual	Trem/ Act 4.4	8.13	5.17	1.1% - 18%	Satisfactory
Analyte Code:				6/27/13	12.5		*58 passed out of 67 reported results.*	
Percent Asbestos	%	3055	Item 198.1 of Manual	Trem/ Act 6.9	6.52	3.39	1.1% - 13%	Satisfactory
Analyte Code:				6/27/13	8.98		*54 passed out of 67 reported results.*	
Percent Asbestos	%	5117	Item 198.1 of Manual	No Asb				Satisfactory
Analyte Code:				6/27/13	0.00		*65 passed out of 67 reported results.*	

WADSWORTH CENTER
NEW YORK STATE DEPARTMENT OF HEALTH

New York ELAP Proficiency Test Report

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LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 21-May-2013
Closing Date : 03-Jul-2013
Score Date : 24-Jul-2013

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 364 Asbestos in Bulk Samples and Fibers in Air by Light Microscopy

Analyte Name	Units	Sample ID	Test Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Solid and Hazardous Waste								
Bulk Asbestos Sample (Identification)								
Percent Asbestos	%	8321	Item 198.1 of Manual	Chrys 13.3 6/27/13	9.51 12.97	3.95	1.6% - 17%	Satisfactory
Analyte Code:							*60 passed out of 67 reported results.*	

Overall Evaluation: Satisfactory

WADSWORTH CENTER
NEW YORK STATE DEPARTMENT OF HEALTH

New York ELAP Proficiency Test Report

Lab Id: 11273

EPA Lab Code: NY01308

KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 09-Feb-2016
Closing Date : 24-Mar-2016
Score Date : 12-Apr-2016

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 391 Asbestos in Air, Water, and NonFriable Samples by Electron Microscopy

Analyte Name	Units	Sample ID	Test Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Air and Emissions								
Asbestos in Air by TEM								
Asbestos in Air by TEM	Struct/ mm2	3411	40 CFR 763 APX A No. III	390	453	194	45.0 - 1040	Satisfactory
Analyte Code: 1520				2/25/16	651.68		*35 passed out of 35 reported results.*	
Dominant Asbestos Type		3411	40 CFR 763 APX A No. III	Trem	Trem			Satisfactory
Analyte Code: 1520				2/25/16			*34 passed out of 35 reported results.*	
Asbestos in Air by TEM	Struct/ mm2	8088	40 CFR 763 APX A No. III	146	179	98.9	16.0 - 476	Satisfactory
Analyte Code: 1520				2/25/16	160		*33 passed out of 35 reported results.*	
Dominant Asbestos Type		8088	40 CFR 763 APX A No. III	Act	Act			Satisfactory
Analyte Code: 1520				2/25/16			*30 passed out of 35 reported results.*	
							Overall Evaluation: Satisfactory	
Sample: Solid and Hazardous Waste								
Asbestos in Non-Friable Material								
Percent Residue	%	5387	Item 198.4 of Manual	48.7	45.9	13	6.9% - 84.9%	Satisfactory
Analyte Code:				2/17/16	32.0		*35 passed out of 35 reported results.*	
Percent Asbestos in Residue	%	5387	Item 198.4 of Manual	40	69.1	14.9	24.4% - 100%	Satisfactory
Analyte Code:				2/17/16	91.0		*34 passed out of 35 reported results.*	
Percent Asbestos in Residue	%	5430	Item 198.4 of Manual	30	61.3	20.5	8.3% - 100%	Satisfactory
Analyte Code:				2/17/16	82.5		*33 passed out of 35 reported results.*	

WADSWORTH CENTER
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LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 09-Feb-2016
Closing Date : 24-Mar-2016
Score Date : 12-Apr-2016

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 391 Asbestos in Air, Water, and NonFriable Samples by Electron Microscopy

Analyte Name	Units	Sample ID	Test Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Solid and Hazardous Waste								
Asbestos in Non-Friable Material								
Percent Residue	%	5430	Item 198.4 of Manual	31.6	37.1	12.7	2.1% - 75.2%	Satisfactory
Analyte Code:				2/17/16	21.0		*35 passed out of 35 reported results.*	

Overall Evaluation: Satisfactory

WADSWORTH CENTER
NEW YORK STATE DEPARTMENT OF HEALTH

New York ELAP Proficiency Test Report

Lab Id: 11273
EPA Lab Code: NY01308

KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 25-Aug-2015
Closing Date : 08-Oct-2015
Score Date : 28-Oct-2015

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 386 Asbestos in Air, Water, and NonFriable Samples by Electron Microscopy

Analyte Name	Units	Sample ID	Test Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Air and Emissions								
Asbestos in Air by TEM								
Asbestos in Air by TEM Analyte Code: 1520	Struct/ mm2	1373	40 CFR 763 APX A No. III	389.96 9/28/15	529 622.42	201	62.0 - 1130 *34 passed out of 36 reported results.*	Satisfactory
Dominant Asbestos Type Analyte Code: 1520		1373	40 CFR 763 APX A No. III	Act 9/28/15	Act		*33 passed out of 36 reported results.*	Satisfactory
Asbestos in Air by TEM Analyte Code: 1520	Struct/ mm2	6991	40 CFR 763 APX A No. III	1907.43 9/28/15	1380 2368.42	625	237 - 3260 *35 passed out of 36 reported results.*	Satisfactory
Dominant Asbestos Type Analyte Code: 1520		6991	40 CFR 763 APX A No. III	Amosite 9/28/15	Amosite		*34 passed out of 36 reported results.*	Satisfactory
							Overall Evaluation:	**Satisfactory**
Sample: Solid and Hazardous Waste								
Asbestos in Non-Friable Material								
Percent Residue Analyte Code:	%	1448	Item 198.4 of Manual	13.20 9/25/15	13.8 12.6	2.01	7.77% - 19.8% *29 passed out of 33 reported results.*	Satisfactory
Percent Asbestos in Residue Analyte Code:	%	1448	Item 198.4 of Manual	< 1 9/25/15	< 1.00		*33 passed out of 33 reported results.*	Satisfactory
Percent Asbestos in Residue Analyte Code:	%	2810	Item 198.4 of Manual	20 9/25/15	42.6 70.0	25.7	7.0% - 100% *32 passed out of 33 reported results.*	Satisfactory

WADSWORTH CENTER
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New York ELAP Proficiency Test Report

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LONG ISLAND CITY, NY 11106
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Shipment Date : 25-Aug-2015
Closing Date : 08-Oct-2015
Score Date : 28-Oct-2015

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 386 Asbestos in Air, Water, and NonFriable Samples by Electron Microscopy

Analyte Name	Units	Sample ID	Test Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Solid and Hazardous Waste								
Asbestos in Non-Friable Material								
Percent Residue	%	2810	Item 198.4 of Manual	81.02	66.7	18.6	10.9% - 100%	Satisfactory
Analyte Code:				9/25/15	63.6		*33 passed out of 33 reported results.*	

Overall Evaluation: Satisfactory

WADSWORTH CENTER
NEW YORK STATE DEPARTMENT OF HEALTH

New York ELAP Proficiency Test Report

Lab Id: 11273
EPA Lab Code: NY01308

KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 17-Feb-2015
Closing Date : 02-Apr-2015
Score Date : 22-Apr-2015

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 381 Asbestos in Air, Water, and NonFriable Samples by Electron Microscopy

Analyte Name	Units	Sample ID	Test Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Air and Emissions								
Asbestos in Air by TEM								
Asbestos in Air by TEM	Struct/ mm2	5749	40 CFR 763 APX A No. III	634.75	533	237	66.7 - 1240	Satisfactory
Analyte Code: 1520				2/24/15	667.18		*30 passed out of 33 reported results.*	
Dominant Asbestos Type		5749	40 CFR 763 APX A No. III	Amosite	Amosite			Satisfactory
Analyte Code: 1520				2/24/15			*31 passed out of 33 reported results.*	
Asbestos in Air by TEM	Struct/ mm2	8844	40 CFR 763 APX A No. III	217.63	274	125	48.0 - 649	Satisfactory
Analyte Code: 1520				2/24/15	480.28		*32 passed out of 33 reported results.*	
Dominant Asbestos Type		8844	40 CFR 763 APX A No. III	Anth	Anth			Satisfactory
Analyte Code: 1520				2/24/15			*32 passed out of 33 reported results.*	
							Overall Evaluation: Satisfactory	
Sample: Solid and Hazardous Waste								
Asbestos in Non-Friable Material								
Percent Residue	%	4993	Item 198.4 of Manual	18.90	21.6	4.81	7.17% - 36%	Satisfactory
Analyte Code:				2/24/15	21.4		*31 passed out of 33 reported results.*	
Percent Asbestos in Residue	%	4993	Item 198.4 of Manual	60	75.0	12.3	38.1% - 100%	Satisfactory
Analyte Code:				2/24/15	80.0		*31 passed out of 33 reported results.*	
Percent Asbestos in Residue	%	9798	Item 198.4 of Manual	< 1				Satisfactory
Analyte Code:				3/24/15	< 1.00		*16 passed out of 33 reported results.*	

WADSWORTH CENTER
NEW YORK STATE DEPARTMENT OF HEALTH

New York ELAP Proficiency Test Report

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LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 17-Feb-2015
Closing Date : 02-Apr-2015
Score Date : 22-Apr-2015

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 381 Asbestos in Air, Water, and NonFriable Samples by Electron Microscopy

Analyte Name	Units	Sample ID	Test Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Solid and Hazardous Waste								
Asbestos in Non-Friable Material								
Percent Residue	%	9798	Item 198.4 of Manual	33.85	33.2	2.43	25.9% - 40.5%	Satisfactory
Analyte Code:				2/24/15	34.9		*29 passed out of 33 reported results.*	

Overall Evaluation: Satisfactory

WADSWORTH CENTER
NEW YORK STATE DEPARTMENT OF HEALTH

New York ELAP Proficiency Test Report

Lab Id: 11273
EPA Lab Code: NY01308

KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 26-Aug-2014
Closing Date : 09-Oct-2014
Score Date : 29-Oct-2014

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 376 Asbestos in Air, Water, and NonFriable Samples by Electron Microscopy

Analyte Name	Units	Sample ID	Test Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Air and Emissions Asbestos in Air by TEM								
Asbestos in Air by TEM Analyte Code: **1520**	Struct/ mm2	3631	40 CFR 763 APX A No. III	380.85 9/18/14	340 438	97.1	48.7 - 631	Satisfactory
							34 passed out of 34 reported results.	
Dominant Asbestos Type Analyte Code: **1520**		3631	40 CFR 763 APX A No. III	Act 9/18/14	Act			Satisfactory
							29 passed out of 34 reported results.	
Dominant Asbestos Type Analyte Code: **1520**		4031	40 CFR 763 APX A No. III	Anth 9/18/14	Anth			Satisfactory
							34 passed out of 34 reported results.	
Asbestos in Air by TEM Analyte Code: **1520**	Struct/ mm2	4031	40 CFR 763 APX A No. III	1904.24 9/18/14	1510 2099	572	210 - 3230	Satisfactory
							34 passed out of 34 reported results.	
							Overall Evaluation:	**Satisfactory**
Sample: Solid and Hazardous Waste Asbestos in Non-Friable Material								
Percent Residue Analyte Code:	%	2268	Item 198.4 of Manual	26.3 9/18/14	22.0 13.6	8.99	1.4% - 49%	Satisfactory
							33 passed out of 33 reported results.	
Percent Asbestos in Residue Analyte Code:	%	2268	Item 198.4 of Manual	50 9/18/14	70.2 73.3	19.1	12.9% - 100%	Satisfactory
							32 passed out of 33 reported results.	
Percent Asbestos in Residue Analyte Code:	%	4017	Item 198.4 of Manual	45 9/18/14	65.9 66.2	13.7	24.8% - 100%	Satisfactory
							32 passed out of 33 reported results.	

WADSWORTH CENTER
NEW YORK STATE DEPARTMENT OF HEALTH

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LONG ISLAND CITY, NY 11106
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Director: MR. GEORGE KOUVARAS

Shipment Date : 26-Aug-2014
Closing Date : 09-Oct-2014
Score Date : 29-Oct-2014

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 376 Asbestos in Air, Water, and NonFriable Samples by Electron Microscopy

Analyte Name	Units	Sample ID	Test Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Solid and Hazardous Waste								
Asbestos in Non-Friable Material								
Percent Residue	%	4017	Item 198.4 of Manual	38.0	41.7	15.1	3.5% - 87%	Satisfactory
Analyte Code:				9/18/14	34.9		*33 passed out of 33 reported results.*	

Overall Evaluation: Satisfactory

WADSWORTH CENTER
NEW YORK STATE DEPARTMENT OF HEALTH

New York ELAP Proficiency Test Report

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EPA Lab Code: NY01308

KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 18-Feb-2014
Closing Date : 03-Apr-2014
Score Date : 25-Apr-2014

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 371 Asbestos in Air, Water, and NonFriable Samples by Electron Microscopy

Analyte Name	Units	Sample ID	Test Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Air and Emissions								
Asbestos in Air by TEM								
Asbestos in Air by TEM	Struct/	4048	40 CFR 763 APX A No. III	108.81	61.7	38.5	18.0 - 177	Satisfactory
Analyte Code: 1520				3/19/14	90.0		*29 passed out of 33 reported results.*	
Dominant Asbestos Type		4048	40 CFR 763 APX A No. III	Act	Act			Satisfactory
Analyte Code: 1520				3/19/14			*28 passed out of 33 reported results.*	
Asbestos in Air by TEM	Struct/	5518	40 CFR 763 APX A No. III	2176.28	2420	556	752 - 4090	Satisfactory
Analyte Code: 1520				3/19/14	1920		*33 passed out of 33 reported results.*	
Dominant Asbestos Type		5518	40 CFR 763 APX A No. III	Amosite	Amosite			Satisfactory
Analyte Code: 1520				3/19/14			*33 passed out of 33 reported results.*	

Overall Evaluation: Satisfactory

Sample: Solid and Hazardous Waste								
Asbestos in Non-Friable Material								
Percent Residue	%	4404	Item 198.4 of Manual	35.3	31.8	16.2	2.9% - 80.4%	Satisfactory
Analyte Code:				3/26/14	29.0		*31 passed out of 31 reported results.*	
Percent Asbestos in Residue	%	4404	Item 198.4 of Manual	60	70.4	16.4	21.2% - 100%	Satisfactory
Analyte Code:				3/26/14	70.0		*31 passed out of 31 reported results.*	
Percent Asbestos in Residue	%	6927	Item 198.4 of Manual	< 1				Satisfactory
Analyte Code:				3/26/14	< 1.00		*30 passed out of 31 reported results.*	

WADSWORTH CENTER
NEW YORK STATE DEPARTMENT OF HEALTH

New York ELAP Proficiency Test Report

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EPA Lab Code:
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LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 18-Feb-2014
Closing Date : 03-Apr-2014
Score Date : 25-Apr-2014

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 371 Asbestos in Air, Water, and NonFriable Samples by Electron Microscopy

Analyte Name	Units	Sample ID	Test Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Solid and Hazardous Waste Asbestos in Non-Friable Material								
Percent Residue	%	6927	Item 198.4 of Manual	3.2	2.36	0.952	.3% - 5.22%	Satisfactory
Analyte Code:				3/26/14	3.00		*25 passed out of 31 reported results.*	

Overall Evaluation: Satisfactory

WADSWORTH CENTER
NEW YORK STATE DEPARTMENT OF HEALTH

New York ELAP Proficiency Test Report

Lab Id: 11273

EPA Lab Code: NY01308

KAM CONSULTANTS
35-40 36TH ST
LONG ISLAND CITY, NY 11106
(718) 729-1997
Director: MR. GEORGE KOUVARAS

Shipment Date : 27-Aug-2013
Closing Date : 10-Oct-2013
Score Date : 30-Oct-2013

NYSDOH Wadsworth Center is an A2LA accredited Proficiency Testing Provider. Certificate Number 1785.01

Shipment: 366 Asbestos in Air, Water, and NonFriable Samples by Electron Microscopy

Analyte Name	Units	Sample ID	Test Method	Result/ Analysis Date	Mean/ Assigned Value	Standard Deviation/ Fixed %	Acceptance Limits	Score
Sample: Solid and Hazardous Waste Asbestos in Non-Friable Material								
Percent Asbestos in Residue	%	4375	Item 198.4 of Manual	< 1				Satisfactory
Analyte Code:				10/2/13	< 1.00		*29 passed out of 29 reported results.*	
Percent Residue	%	4375	Item 198.4 of Manual	1.9	1.75	0.841	.2% - 4.27%	Satisfactory
Analyte Code:				10/2/13	1.4		*24 passed out of 29 reported results.*	
Percent Residue	%	7152	Item 198.4 of Manual	13.3	14.0	1.8	8.6% - 19.4%	Satisfactory
Analyte Code:				10/2/13	13.5		*24 passed out of 29 reported results.*	
Percent Asbestos in Residue	%	7152	Item 198.4 of Manual	< 1				Satisfactory
Analyte Code:				10/2/13	< 1.00		*29 passed out of 29 reported results.*	

Overall Evaluation: Satisfactory

UNITED STATES DEPARTMENT OF COMMERCE
National Institute of Standards and Technology
Gaithersburg, Maryland 20899

April 11, 2016

Mr. George Kouvaras
KAM Consultants Corp.
35-40 36th Street
Long Island City, New York 11106

NVLAP Lab Code: 102047-0

Dear Mr. Kouvaras:

Congratulations! Your laboratory has passed the March 2015 round of proficiency testing (PLMM12015) required by the National Voluntary Laboratory Accreditation Program (NVLAP) for bulk asbestos analysis.

If your laboratory is accredited, your status remains unchanged. If your laboratory is not yet accredited, or if your laboratory's accreditation has been suspended, you will be notified of any requirements your laboratory must meet to complete the accreditation/reaccreditation process.

If you have any questions, please call me at (301) 975-3024.

Sincerely,

Hazel M. Richmond

Hazel M. Richmond, Program Manager
Laboratory Accreditation Program

UNITED STATES DEPARTMENT OF COMMERCE
National Institute of Standards and Technology
Gaithersburg, Maryland 20899

January 28, 2015

Mr. George Kouvaras
KAM Consultants Corp.
35-40 36th Street
Long Island City, NY 11106

NVLAP Lab Code: 102047 - 0

Dear Mr. Kouvaras,

Congratulations! Your laboratory has passed the August 2014 round of proficiency testing (PLMM22014) required by the National Voluntary Laboratory Accreditation Program (NVLAP) for bulk asbestos analysis.

If your laboratory is accredited, your status remains unchanged. If your laboratory is not yet accredited, or if your laboratory's accreditation has been suspended, you will be notified of any requirements your laboratory must meet to complete the accreditation / reaccreditation process.

If you have any questions, please call me at (301) 975-3024.

Sincerely,

Hazel M. Richmond

Hazel M. Richmond, Program Manager
Laboratory Accreditation Program

UNITED STATES DEPARTMENT OF COMMERCE
National Institute of Standards and Technology
Gaithersburg, Maryland 20899

July 1, 2014

Mr. George Kouvaras
KAM Consultants Corp.
35-40 36th Street
Long Island City, NY 11106

NVLAP Lab Code: 102047 - 0

Dear Mr. Kouvaras,

Congratulations! Your laboratory has passed the March 19, 2014, round of proficiency testing (PLMM12014) required by the National Voluntary Laboratory Accreditation Program (NVLAP) for bulk asbestos analysis.

If your laboratory is accredited, your status remains unchanged. If your laboratory is not yet accredited, or if your laboratory's accreditation has been suspended, you will be notified of any requirements your laboratory must meet to complete the accreditation / reaccreditation process.

If you have any questions, please call me at (301) 975-3024.

Sincerely,

Hazel M. Richmond

Hazel M. Richmond, Program Manager
Laboratory Accreditation Program

QUALIFICATIONS OF PROPOSED FIELD PERSONNEL

KAM employs about thirty-five professionals and support staff, that specialize in investigation and survey, project design, air monitoring, hazardous waste evaluation/design, regulatory analysis, project remediation management, research/development and laboratory analysis for asbestos, mold and lead based paint. Our staff is comprised of highly qualified professionals and specialized technicians with a proven reputation for providing high standards of performance. KAM staff consists of engineers, chemists, biologists, industrial hygienists, and asbestos & lead certified consultants.

Project Team

KAM's superior team of professionals has the experience, expertise and motivation for the execution of this contract that will consist of the following individuals:

Name	Year of Experience	Asbestos Investigator (NYC-DEP)	Asbestos Inspector (NYS-DOL)	Lead Risk Assessor	XRF Training Certificate	Mold Assessor
George Kouvaras	27	X	X	X	X	X
Andreas Dimitropoulos	23	X	X		X	X
Konrad Dolinski	13	X	X			X
Corneliu Albu	19	X	X	X		
Michael Abdi	18	X	X	X		
Aleksandr Rubin	14	X	X	X		
Lukasz Prochniewicz	18		X	X	X	X
Marco Villarroel	13		X	X	X	X

GEORGE KOUVARAS

CONTRACT EXECUTIVE/ LABORATORY DIRECTOR/ INDUSTRIAL HYGIENIST

Professional Summary

As the laboratory director of KAM Consultants' main laboratory, Mr. Kouvaras is responsible for all aspects of laboratory operations. He oversees all laboratory analysis, scheduling and quality control. Mr. Kouvaras maintains all laboratory certifications both inter- and intra-laboratory quality assurance procedures, and all required records and documentation.

Experience

1991- Present

KAM Consultants Corp.

- As founder of KAM Consultants Corp. Mr. Kouvaras has over twenty-seven (27) years of experience in the environmental laboratory services industry. During this time he has successfully completed several HazMat (Asbestos) survey projects for clients that have included the New York City Department of Education (DOE), the NYC Housing Authority (NYCHA), Department of Design and Construction (DDC), the NYC Fire Department (NYCFDNY), School Construction Authority (SCA) and various construction management firms. His responsibilities include reviewing building survey data, creating a scope of work, developing budgetary cost estimates and designing complete asbestos remediation. Additionally he coordinates multiphase abatement projects, oversees remediation and inspects work sites, ensuring compliance with applicable law requirements.

1988-1991

Athenica

- Laboratory technician and air sampling technician. Completed various PCM and PLM analysis.

Education

School

- B.Sc., Chemistry
  (City College of New York, New York)

Certifications

- Transmission Electron Microscopy (Asbestos Analysis), McCrone Research Institute
- Polarized Light Microscopy Course (Microscopical Identification of Asbestos), McCrone Research Institute
- NIOSH 582: Sampling and Evaluating Airborne Asbestos Dust (University of Medicine and Dentistry of New Jersey-Robert Wood Johnson Medical School and Rutgers, The State University of New Jersey
- Transmission Electron Microscopy Training Course, Philips Electronic
- Atomic Absorption Training Course, Buck Scientific
- Seminar for complying with the TC Rule and implementing the Toxicity Characteristic Leaching Procedure (TCLP), USEPA – Region 2.
- Fundamentals of Environmental Site Assessments: Phase I, New York University
- Certified Lead-Based Paint Inspector and Risk Assessor
- EPA-AHERA Certified Asbestos Inspector, Designer
- New York State Certified Asbestos Inspector, Air Sampling Technician, Project Monitor, Management Planner and Project Designer.
- New York City Certified Asbestos Investigator

- Radiation Safety Training
- American Industrial Hygiene Association – Full Member
- American Chemical Society – Full Member
- 10Hr OSHA
- 8Hr Awareness Class for PCB's
- ASTM Training on Phase I and Phase II (Environmental Site Assessment for Commercial Real Estate)

ANDREAS DIMITROPOULOS

SENIOR PROJECT MANAGER / INDUSTRIAL HYGIENIST

Professional Summary

Mr. Dimitropoulos has over twenty-three (23) years of experience in the environmental services industry. He is responsible of reviewing building survey data, creating a scope of work, developing budgetary cost estimates and designing complete asbestos remediation. Additionally he coordinates multiphase abatement projects oversees and inspects work sites ensuring compliance with applicable law requirements

Experience

1993- Present

KAM Consultants Corp.

- With over twenty years of work experience with KAM Consultants Mr. Dimitropoulos also serves as the on-site principal contact, interfacing directly with the client's representative and the building representatives. His responsibilities include coordination of projects, assignment of tasks field staff during projects and assuring regulatory compliance on job sites. He also evaluates the exposure of hazard associated with asbestos and lead by inspecting and sampling bulk materials. He provides documentation and recommendations for abatement of existing hazards and coordinates with KAM Consultants engineering staff on project design. He prepares final written reports, which include summaries of work, data and interpretation, procedures for sampling and analysis and conclusions and recommendations.

Education

School

- B.Sc., Mechanical Engineering
  (New York Institute of Technology – N.Y.I.T.)
- Masters in Business Administration

Certifications

- EPA-AHERA Certified Asbestos Inspector
- New York State Certified Asbestos Inspector, Air Sampling Technician, Project Monitor and Project Designer
- NYC Asbestos Investigator
- EPA Lead Inspector & Risk Assessor
- EPA Lead Project Designer
- Radiation and Safety Training Program by Niton for use of XRF analyzers
- OSHA 10-Hour, Construction Safety
- OSHA 4-Hour, Scaffolding Training

KONRAD DOLISKI

ASBESTOS INVESTIGATOR / INSPECTOR

Professional Summary

Mr. Dolinski is an industrial hygienist on asbestos abatement projects with over thirteen (13) years of experience in the environmental services industry. He performs asbestos investigations, surveys and inspection work including bulk sampling, drawing preparations with sample locations, pictures and final report preparation.

Experience

2015- Present

KAM Consultants Corp.

- Mr. Dolinski has successfully completed several asbestos survey projects for various clients such as the New York City Department of Economic Development Corporation (EDC), Department of Design and Construction (DDC), the School Construction Authority (SCA) and various construction management firms. His main tasks are to preform asbestos investigations prepare a comprehensive report of findings and maintain constant communication with the Project Manager in order to prepare reports.

2010-2015

CNS

- Environmental Consulting Services, Arcadia Real Estate Corp.- day-to-day program inspector for asbestos contract which then included lead, indoor air quality, mold and hazardous material consulting services. Identified contaminated soil and GPR study to uncover any potential underground storage tanks and enclosures. Designed the HASP (Health and Safety Plan) and CHASP (Construction Health and Safety Plan) for workers around contaminated areas. Prepare daily reports, track project status and manage subcontractors.

2008-2010

Greamercy Group Inc.

- Completed design phases for NY Power Authority on a fast track contract. Preformed required inspections for projects overseeing work undertaken by personnel, which involved all demo, abatement and safety procedures at the New York Giant Stadium. Provided various environmental site assessments to Turner Construction Company for a selective demolition and work at the Brooklyn Bus Terminal and Governors Island.

2003-2007

Parsons Brinckerhoff

- Project coordinator at the General Motors Building NYC providing industrial hygiene consulting services to the owner, managers and tenants of a 50-story fully occupied commercial office building. Responsibilities included but not limited to environmental surveys for asbestos, lead and indoor air quality, oversight of contractor for compliance with environmental regulations. Also involved with Purchase College where we provided bulk sampling for suspect asbestos-containing materials, writing abatement specifications and reviewing contractor submittals. Involved in microbial contamination consulting services to various private clients throughout NYC. Preformed on-site physical assessments of the respective facilities and inspected for potential sources of concern of mold and heavy mental contamination.
- Worked in various construction projects at the Fashion Institute of Technology and the State of NY Dormitory Authority, which involved all aspects of asbestos management, including inspections and bulk sampling for suspect asbestos containing materials. Work included coordination with the mechanical, plumbing, electrical and fire alarm system design teams. Also provided on-call services to NYC-SCA to supply GPR Studies and geo-probe drilling for the soil contamination and asbestos surveys, design and project management work of approximately 100 schools.

Education

School

- 2005-2006 - Keller Graduate School of Management of Devry University – Master in Telecommunications Systems Management
- 1999-2004 – New York City University, New York City Technical College Bachelor in Telecommunications Engineering

Certifications

- New York State Certified Air Sampling Technician
- New York State Certified Asbestos Project Monitor
- New York State Certified Asbestos Inspector
- NYC Asbestos Investigator (DEP)
- NYC Asbestos Supervisor (DEP)
- NYS Certified Accredited Inspector AHERA (U.S. EPA)
- Mold Assessor
- Hazwoper

CORNELIU ALBU

INDUSTRIAL HYGIENIST

Professional Summary

Mr. Albu has over ninteen years of diverse experience in the Industrial Hygiene/Environmental Health and Safety field, management of environmental projects, indoor air quality studies, OSHA compliance inspections, environmental site assessments and oversight of construction projects.

Experience

2014- Present

KAM Consultants Corp.

- Mr. Albu has successfully completed various Bulk Sample Asbestos investigations projects. His main tasks at KAM Consultants are to preform asbestos investigations but he can also conduct Project Monitoring and Air Sampling Technician jobs.

2009- Present

SAI Environmental Consultants Inc.

- Duties are as a Project Manager/Project Monitor/Inspector/Lead Based Paint Risk Assessor & Inspector. Monitored and supervised various environmental/asbestos projects. Plans, coordinates and manages environmental compliance/regulations to comply with Federal, State and City regulations, conducts AHERA inspections throughout the five boroughs of New York City.

2008-2009

Port Authority of NY and NJ (NYCT-MTA)

- Performed contract management duties for the following NYCT-MTA:Contracts:C34884, C34885, C-34886 participation, walk-through and cost estimation of projects. Prepared all the submittals, change order and the Health & Safety plan.

1995-2007

Athenica Environmental Services Inc.

- Environmental Scientist / Project Manager: Wrote technical reports for inspections, surveys & designs, asbestos removal projects, monitoring and supervising various environmental asbestos projects. Over eight years of experience in the area of Construction Management, Health & Safety Management, Emergency Response Management, Asbestos and Lead Abatement/Monitoring, Water Quality Management regulations. Performed technical reports for lead based paint inspections and risk assessments.

1994-1995

Environmental Monitoring & Consulting Associates

- Maintenance and calibration of the instruments; metal analysis by FAA and GFAA; water analyses (volatile & semi-volatile hydrocarbons, inorganic contaminants) analysis of lead in paint, air & wipes, analysis of airborne fibers PCM and bulk asbestos samples using PLM methods.

1993-1994

Lab Support Inc.

- Performed a variety of wet chemical analyses on environmental wastes using the federal EPA codes, soils stabilization, studied the application of a load frame of 10 kN type "GEOTEST" in the triaxial compression strength test (U.U.) for determination of soil properties.

1992-1993

TAMS Consultants, Inc.

- Geotechnical engineer & Environmental Scientist: Performed soil laboratory tests including basic testing's, compaction, permeability, consolidation (conventional & controlled gradient), triaxial tests to determine the stability of the settlement of the foundations solids for a 150 feet high waste disposal landfill in Sussex County, Virginia

1985-1991

Geotechnical and Hydrogeological Laboratory of the Land Improvement Company, Ministry of Agriculture (Romania)

- Solid and Rock mechanics test, landslides evaluation, Geophysical methods applied in Geotechnical investigations and the design for foundations dams and tunnels. In situ testing for Geotechnical investigations. Water resources development and management: Water supply, water analyses and methods for water quality; Planning, design and construction of wastewater treatment facilities & pump stations & collection systems.

1984-1985

Natural Gases Production Derrick Ministry of Petroleum (Romania)

- Geophysical and Geochemical techniques for exploration of hydrocarbons and minerals. Geological design of exploitation for hydrocarbon fields & coal ores

Education

School

- Master of Science Degree: Geological and Geophysical Engineering (Al. I. Cuza University, Iasi, Romania
- Baccalaureate in Science (Mathematics), Iasi, Romania

Certifications

- NYC-DEP Certified Asbestos Investigator
- Occupational Safety and Health Training Course in Construction Safety and Health (10Hr)
- Lead-Based Paint Risk Assessor
- Lead-Based Paint Inspector
- Asbestos Supervisor
- Asbestos Inspector
- Asbestos Project Monitor & Air Sampling Technician
- AutoCad
- Flame & Furnace Atomic Absorption Analysis
- Hazardous Waste Site Safety
- Geotechnical Engineering

MICHAEL ABDI

ASBESTOS INSPECTOR / INVESTIGATOR

Professional Summary

Mr. Abdi is an industrial hygienist on with extensive experience in conducting inspections for asbestos, lead and mold. With over eighteen (18) years of experience in the environmental services industry Mr. Abdi performs regular inspections to ensure that abatement work is in accordance with regulations.

Experience

2014- Present

KAM Consultants Corp.

- Mr. Abdi has successfully completed various asbestos inspections for the NYC Build it Back Project for houses that were affected by Hurricane Sandy. His main tasks are to perform asbestos investigations prepare a comprehensive report of findings and maintain constant communication with the Project Manager in order to prepare reports.

2013-2014

Airtek Environmental

- Asbestos Investigator and Lead Risk Assessor. Conducting inspections of houses affected by Hurricane Sandy in Nassau and Suffolk Counties for NY Rising.

2004-2013

Precision Environmental Inc.

- Asbestos project monitor and air technician for different Government Agencies and private clients, including but not limited to NYC-SCA, NYC-DOE, NYC-DEP. AHERA Inspection and Surveillance at various City Schools. Lead Based Paint – XRF inspection, Dust Wipes, Abatement Monitoring, Mold Inspections and Mold Abatement Monitoring.

2003-2004

ATC Associates Inc.

- Asbestos project monitor and air sampling technician. Performed jobs for various clients such as NYC-SCA, NYC-DOE and MTA. LBP-XRF Inspections were also performed for NYCHA.

1998-2003

Various Environmental Companies

- Worked a an Asbestos Project Monitor and Air Sampling Technician for Hillman Environmental, GPS Environmental, ESTI, Xaren, and Weston

Education

School

- Fashion Institute of Technology, New York, NY June 1993 – 1994
  Associate Degree in Fine Arts and in Graphic Design.

Certifications

- NYC-DOL Certified Asbestos Project Monitor and Air Sampling Technician
- NYC-DEP Certified Asbestos Investigator, Inspector, and Management Planner
- 10 Hour OSHA Certification
- 4 Hour Scaffold Certification
- US EPA Lead Paint Inspector / Risk Assessor

ALEXANDER RUBIN

Asbestos Investigator/Inspector

Professional Summary/Experience

Highly skilled environmental professional with over fourteen years of experience in the environmental field interfacing with regulatory agencies, NYCHA, NYC SCA, DASNY, NYPA, CUNY, SUNY, project setup, project coordination and client management. Extensive experience in the environmental field encompassing environmental inspections for asbestos, lead-based paint, PCB and Universal Waste. Assessments, surveys, investigations and sampling, designs and abatement oversight. Managed numerous turnkey asbestos projects that included Federal, State, City and private buildings located throughout New York Metropolitan area. Extremely well organized and efficient with capability of handing multiple projects

Experience

Enviro Probe, Inc	2002-2004
Envio Pro Consulting, Inc	2004-2005
Enviro Probe, Inc	2005-2006
Warren & Panzer Engineers, P.C.	2007-2013
Green Path Environmental, Inc	2013-Current

Education

- **Ukraine State Technical College - Odessa, Ukraine**
  BS (Equivalent) in Industrial Mechanical Engineering, 1987

Professional Licenses / Certifications / Professional Training

US EPA - Certified Lead Inspector/Risk Assessor License(RA)
US EPA – Certified Renovator (RRP) - 2013
NJDCA – Certified Asbestos Safety Technician(AST)
NYS DOL - Certified Project Designer (PD)
NYC DEP - Certified Asbestos Investigator(CAI)
NYS DOL - Certified Asbestos Inspector (AI)
NYS DOL - Certified Real Estate Salesperson
American Computer Training Inc. - CompTIA A+ Certified Professional, 2005
Trades & Business School of NY – Certified Major Appliance Repair Specialist, 1992
Kranlod, Inc. – PC User, BASIC, DBASE & Entry Mainframe Programming Training, 1989

LUKASZ PROCHNIEWICZ

PROJECT MANAGER / ASBESTOS INSPECTOR / INDUSTRIAL HYGIENIST

Professional Summary

Mr. Prochniewicz is a Project Manager on asbestos and lead abatement projects with over eighteen (18) years of work experience in the construction and environmental service industry. His roles and responsibilities are crucial to the successful completion of contracts. As a Project Manager he oversees each abatement project and ensure efficient scheduling, priority analysis and compliance with project specifications. At the completion of the abatement project, he reviews all field documentation and re-occupancy letter is generated for the client. The project manager then prepares a comprehensive report detailing the daily work activities and related tests.

Experience

1999- Present

KAM Consultants Corp.

- Mr. Prochniewicz also evaluates the exposure hazard associated with lead by inspecting and sampling air and/or bulk materials, as well as with asbestos by performing air quality sampling. He has successfully completed numerous projects of environmental consulting services including asbestos & lead inspections as well as oversight of abatement projects. Through his expert knowledge and experience he was able to successfully complete many contracts for private and government agencies.

2002-Present

KAM Consultants Corp.

- Project Manager, overseeing various asbestos project throughout the five boroughs of NYC

1999-2002

KAM Consultants Corp.

- Asbestos Project Monitor, monitoring various asbestos jobs throughout the five boroughs of NYC.

Education

School

- Bernard Baruch College – BBA 2003

Certifications

- New York State Certified Air Sampling Technician
- New York State Certified Asbestos Project Monitor
- New York State Certified Asbestos Inspector
- New York City Certified Project Designer
- US EPA Certified Lead Based Paint Risk Assessor
- OSHA 10-Hour, Construction Safety
- OSHA 4-Hour, Scaffolding Training

MARCO A. VILLAROEL

INDUSTRIAL HYGIENIST

Professional Summary

Mr. Villaroel is an industrial hygienist on asbestos abatement projects with over thirteen (13) years of work experience in the environmental services industry. He performs background and ambient air sampling, pre-construction inspections, daily air samples collection, engineering control monitoring, clearance testing and post abatement activities direction.

Experience

07/14/2009- Present

KAM Consultants Corp.

- Mr. Villaroel has successfully completed several Air-monitoring Asbestos projects for clients that have included the New York City Department of Education (DOE), the NYC Housing Authority (NYCHA), Department of Design and Construction (DDC), the NYC Fire Department (NYCFDNY), School Construction Authority (SCA) and various construction management firms. His main tasks are Project Monitor, Air Sampling Technician. The calibration of all monitoring instruments used in abatement projects.

2006-2009

Lawrence Environmental Group

- Asbestos project monitoring and air sampling technician on various asbestos projects. Calibration of all monitoring instruments used in abatement projects, sampling and evaluation of airborne asbestos NIOSH 582. Indoor Air Quality (Mold & Allergens, Total Dust, Respiratory Dust)

2003-2006

Ando International Inc.

- Assisting instructors on asbestos abatement and lead-based paint abatement training (lectures & hands on classes) of NYS-DOH/ NJ-DOH/ CT-DPH & US EPA approved courses.

2001-2005

IMA, Independent Monitoring & Analysis

- Air sampling Technician, Lead-based paint technician, and laboratory technician. Main duties consisted of air monitoring of asbestos projects, calibration of all instruments used in abatement projects, sampling and evaluation of airborne asbestos NIOSH 585, on-site wipe clearance of residential dwellings for lead-based paint hazards and indoor air quality.

Education

School

- Fiorello H. LaGuardia Community College, Long Island City, NY
  (Medical Assistant, Phlebotomy and EKG Certificate)
- Universidad Austral de Valdivia, Valdivia, Chile
  (School of Medicine) Obstetrics and Neonatal Care
- Universidad de Santiago, Santiago, Chile
  Science Faculty, Biochemistry

Certifications

- Air Sampling Technician & Asbestos Project Monitor
- Certified Lead-Based Paint Risk Assessor and Technician: US-EPA
- Site Safety Manager: NYC-DOB
- CPR: The Regional Emergency Medical Services Council of NYC, Inc.

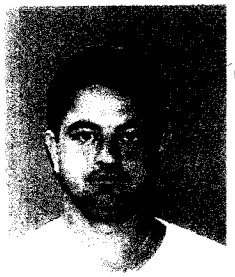
- Certified First Aid Provider: National Safety Council
- Certified Medical Assistant, Phlebotomy & EKG Tech: La Guardia Comm College NY.
- OSHA 40-Hour, HazMat
- OSHA 30-Hour, Construction Safety
- OSHA 10-Hour, Construction Safety, Outreach Program
- Certified Lead-Based Paint Inspector and Risk Assessor
- Radiation Safety for Niton XRF Spectrum Analyzer
- Hazwoper Refresher Course
- Mold Assessor

KAM CONSULTANTS CORP.

NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION
ASBESTOS LICENSE

KAM CONSULTANTS CORP. EMPLOYEE
Full Name: George Kouvaras

NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE



KOUVARAS,
GEORGIOS
INVESTIGATOR
119415

EXPIRES: 9/25/2016
DOB:

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

Front of License

DMV ID:

This certificate must be shown to a NYCDEP representative upon request. Report loss immediately to NYCDEP Asbestos Control Program, 8th floor 59-17 Junction Blvd., Flushing, NY 11373

01213 000314951 51

Back of License

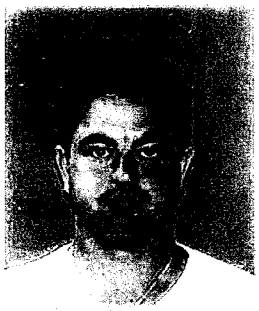
KAM CONSULTANTS CORP.

NEW YORK STATE DEPARTMENT OF LABOR
ASBESTOS LICENSE

KAM CONSULTANTS CORP. EMPLOYEE
Full Name: George Kouvaras

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S



GEORGE M KOUVARAS
CLASS(EXPIRES)
C ATEC(09/16) D INSP(09/16)
E MGPL(09/16) H PM (09/16)
I PD (09/16)

CERT# 90-13668
DMV#

MUST BE CARRIED ON ASBESTOS PROJECTS

Front of License

01213 000580766 45

EYES BRO
HAIR BRO
HGT 5' 08"

IF FOUND RETURN TO:
NYSDOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

Back of License

United States Environmental Protection Agency

This is to certify that

George Kouvaras

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

In the Jurisdiction of:

New York

This certification is valid from the date of issuance and expires August 31, 2018

NY-R-262-6

Certification #

May 05, 2015

Issued On

John Gorman, Chief

Pesticides & Toxic Substances Branch

NITON

CORPORATION

Certificate of Achievement

George Kouvaras

KAM Consultants

has successfully completed the Manufacturer's Training Course for the **NITON Spectrum Analyzer** *and is now certified in radiation safety and monitoring, measurement technology, and machine maintenance of the* **NITON XRF Spectrum Analyzer.**

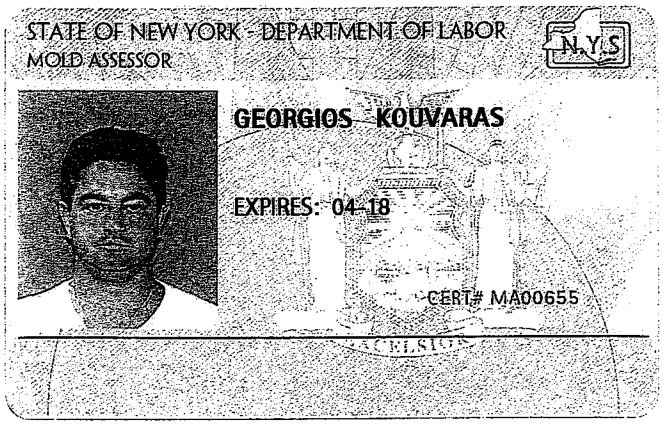
(CIH's - The ABIH awards 1 CM point, approval #5827)

A1032348666
Certificate Number

06/27/01 Trenton, NJ
Date & Site of Course

Victoria Grzybinski
Training Coordinator

Kenneth P. Ujcuts
Director of Training


STATE OF NEW YORK - DEPARTMENT OF LABOR
MOLD ASSESSOR
N.Y.S
GEORGIOS KOUVARAS
EXPIRES: 04-18
CERT# MA00655

01213 000765903 04

EYES BRN

HAIR BRN

HGT 5' 6 "

IF FOUND, RETURN TO:

NYSDOL - L&C UNIT

ROOM 161A BUILDING 12

STATE OFFICE CAMPUS

ALBANY NY 12240

Big Apple Occupational Safety Inc.

505 Eighth Avenue, New York, New York 10018
212-564-7656

MTP-006

Certificate of Completion

This Certifies that on March 11th, 2016

Georgios Kouvaras

DMV # 203-674-764

Has successfully completed 32 hrs New York State Department of Labor approved course entitled

Mold Assessor Initial Course

Pursuant to Article 32 of the New York State Labor Law

Attendee Identification Number : 1-16-03-11-006-004
Training Course Location: 35-40 36th. Street, Long Island City, NY 11106

Radha Reddy
Training Director

This certificate is not a license to perform assessment, remediation or abatement of mold projects

ANDO International

Environmental and Occupational Health and Safety Training

44-01 21st Street, Long Island City, NY 11101
Tel: (718) 349-3235 Fax: (718) 349-3238

HEREBY CERTIFIES THAT

George Kouvaras

HAS SUCCESSFULLY COMPLETED 40 HOURS OSHA COURSE ENTITLED

OSHA HAZWOPER WORKER COURSE

IN ACCORDANCE WITH 29 CFR 1910.120 OSHA REGULATIONS

HAZARDOUS WASTE OPERATION AND EMERGENCY RESPONSE HEALTH AND SAFETY

On this 16th Day of June, 2015
Date(s) of Course: 05/18,20,21,26-06/03,11,16/2015

Completion Date: 06/16/2015
Expiration Date: 06/16/2016
Certificate #: 06162015OSHA40-05

Director: Tomasz Chabowski

Protective Equipment Level: "B","C","D"

KAM CONSULTANTS CORP.

NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION
ASBESTOS LICENSE

KAM CONSULTANTS CORP. EMPLOYEE
Full Name: Andreas Dimitropoulos

NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE

DIMITROPOULOS,
ANDREAS
INVESTIGATOR
114768

EXPIRES: 6/24/2017
DOB:

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

Front of License

DMV ID:

This certificate must be shown to a NYCDEP representative upon request. Report loss immediately to NYCDEP Asbestos Control Program, 8th floor 59-17 Junction Blvd., Flushing, NY 11373

01213 000530983 62

Back of License

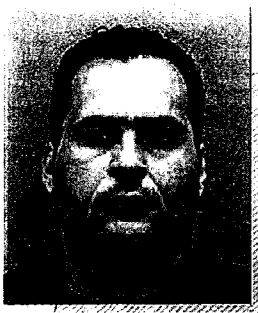
KAM CONSULTANTS CORP.

NEW YORK STATE DEPARTMENT OF LABOR
ASBESTOS LICENSE

KAM CONSULTANTS CORP. EMPLOYEE
Full Name: ANDREAS DIMITROPOULOS

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S



ANDREAS DIMITROPOULOS
CLASS(EXPIRES)
D INSP(06/16)

CERT# 93-04825
DMV#

MUST BE CARRIED ON ASBESTOS PROJECTS

Front of License

01213 000611661 02

EYES BRO
HAIR BRO
HGT 6' 00"

IF FOUND RETURN TO:
NYSDOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

Back of License

NITON

CORPORATION

Certificate of Achievement

Andreas Dimitropoulis

KAM Consultants

has successfully completed the
Manufacturer's Training Course for the NITON Spectrum Analyzer,
and is now certified for monitoring and machine maintenance technology
of the **NITON XRF Spectrum Analyzer.**

A0121148061
Certificate Number

11/13/01 Long Island City, NY
Date & Site of Course

Victoria Grzybinski
Training Coordinator

Kenneth P. Ufanto
Director of Training

Big Apple Occupational Safety Inc.

505 Eighth Avenue, New York, New York 10018
212-564-7656

MTP-006

Certificate of Completion

This Certifies that on March 11th, 2016

Andreas Dimitropoulos

DMV # 380-673-384

Has successfully completed 32 hrs New York State Department of Labor approved course entitled

Mold Assessor Initial Course

Pursuant to Article 32 of the New York State Labor Law

Attendee Identification Number : 1-16-03-11-006-002
Training Course Location: 35-40 36th. Street, Long Island City, NY 11106

Radha Reddy
Training Director

This certificate is not a license to perform assessment, remediation or abatement of mold projects

ANDO International

Environmental and Occupational Health and Safety Training

44-01 21st Street, Long Island City, NY 11101
Tel: (718) 349-3235 Fax: (718) 349-3238

HEREBY CERTIFIES THAT

Andreas Dimitropoulos

HAS SUCCESSFULLY COMPLETED 40 HOURS OSHA COURSE ENTITLED

OSHA HAZWOPER WORKER COURSE

IN ACCORDANCE WITH 29 CFR 1910.120 OSHA REGULATIONS

HAZARDOUS WASTE OPERATION AND EMERGENCY RESPONSE HEALTH AND SAFETY

On this 16th Day of June, 2015
Date(s) of Course: 05/18,20,21,26-06/03,11,16/2015

Completion Date: 06/16/2015
Expiration Date: 06/16/2016
Certificate #: 06162015OSHA40-01

Director: Tomasz Chabowski

Protective Equipment Level: "B","C","D"

KAM CONSULTANTS CORP.

NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION
ASBESTOS LICENSE

KAM CONSULTANTS CORP. EMPLOYEE

Full Name: KONRAD DOLINSKI

NYC DEP ASBESTOS CONTROL PROGRAM

ASBESTOS CERTIFICATE

DOLINSKI,
KONRAD P
INVESTIGATOR
117441

EXPIRES: 12/9/2016
DOB:

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

Front of License

DMV ID:

This certificate must be shown to a NYCDEP representative upon request. Report loss immediately to NYCDEP Asbestos Control Program, 8th floor 59-17 Junction Blvd., Flushing, NY 11373

01213 0003863 16 42

Back of License

KAM CONSULTANTS CORP.

NEW YORK STATE DEPARTMENT OF LABOR
ASBESTOS LICENSE

KAM CONSULTANTS CORP. EMPLOYEE
Full Name: **KONRAD DOLINSKI**

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S

KONRAD DOLINSKI
CLASS(EXPIRES)
C ATEC(12/16) D INSP(12/16)
H PM (12/16)

CERT# 04-02489
DMV#

MUST BE CARRIED ON ASBESTOS PROJECTS

Front of License

01213 000679479 68

EYES BLU
HAIR BLN
HGT 6' 02"

IF FOUND RETURN TO:
NYSDOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

Back of License

Big Apple Occupational Safety Inc.

505 Eighth Avenue, New York, New York 10018
212-564-7656

MTP-006

Certificate of Completion

This Certifies that on March 11th, 2016

Konrad Dolinski

DMV # 721-542-901

Has successfully completed 32 hrs New York State Department of Labor approved course entitled

Mold Assessor Initial Course

Pursuant to Article 32 of the New York State Labor Law

Attendee Identification Number : 1-16-03-11-006-006
Training Course Location: 35-40 36th. Street, Long Island City, NY 11106

Radha Reddy
Training Director

This certificate is not a license to perform assessment, remediation or abatement of mold projects

OEC-11009072

CERTIFICATE OF COMPLETION

OSHA EDUCATION CENTER

American Safety Council

KONRAD DOLINSKI

Has diligently and with merit completed a

10-Hour OSHA Hazard Recognition Training for the Construction Industry Course on 11/10/2015

from the OSHA Education Center and the American Safety Council Inc., and is awarded 1.0 IACET CEU.

Director: **Jeffrey Pairan**

ACCREDITED IACET PROVIDER

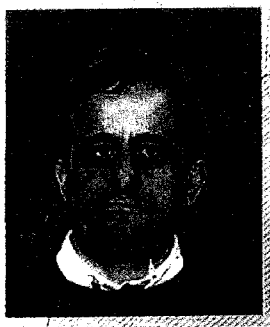
As an IACET Accredited Provider, American Safety Council Inc. offers CEUs for its programs that qualify under the ANSI/IACET Standard.

KAM CONSULTANTS CORP.

NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION
ASBESTOS LICENSE

KAM CONSULTANTS CORP. EMPLOYEE
Full Name: **CORNELIU V ALBU**

NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE



ALBU,
CORNELIU V
INVESTIGATOR
127218

EXPIRES: 11/25/2016
DOB:

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

Front of License

DMV ID:

This certificate must be shown to a NYCDEP representative upon request. Report loss immediately to NYCDEP Asbestos Control Program, 8th floor 59-17 Junction Blvd., Flushing, NY 11373

01213 000325441 48

Back of License

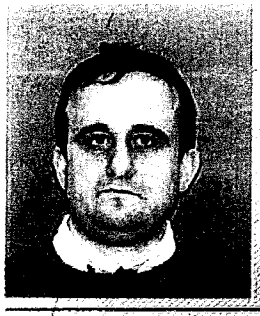
KAM CONSULTANTS CORP.

NEW YORK STATE DEPARTMENT OF LABOR
ASBESTOS LICENSE

KAM CONSULTANTS CORP. EMPLOYEE
Full Name: **CORNELIU V ALBU**

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S



CORNELIU V ALBU
CLASS(EXPIRES)
C ATEC(11/16) D INSP(11/16)
H PM (11/16)

CERT# 96-08173
DMV#

MUST BE CARRIED ON ASBESTOS PROJECTS

Front of License

01213 0006342873

EYES BRO
HAIR BLK
HGT 5' 07"

IF FOUND RETURN TO:
NYSDOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

Back of License

United States Environmental Protection Agency

This is to certify that

Corneliu V. Albu

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

In the Jurisdiction of:

New York

This certification is valid from the date of issuance and expires December 24, 2017

NY-R-6497-5

Certification #

December 24, 2014

Issued On

John Gorman, Chief

Pesticides & Toxic Substances Branch

KAM CONSULTANTS CORP.

NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION ASBESTOS LICENSE

KAM CONSULTANTS CORP. EMPLOYEE
Full Name: **MICHAEL ABDI**

NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE

ABDI,
MICHAEL
INVESTIGATOR
121676

EXPIRES: 12/15/2017
DOB:

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

Front of License

DMV ID:

This certificate must be shown to a NYCDEP representative upon request. Report loss immediately to NYCDEP Asbestos Control Program, 8th floor 59-17 Junction Blvd., Flushing, NY 11373

01213 0006717767 25

Back of License

KAM CONSULTANTS CORP.

NEW YORK STATE DEPARTMENT OF LABOR
ASBESTOS LICENSE

KAM CONSULTANTS CORP. EMPLOYEE
Full Name: **MICHAEL ABDI**

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S

MICHAEL ABDI
CLASS(EXPIRES)
C ATEC(12/16) D INSP(12/16)
E MGPL(12/16) H PM (12/16)

CERT# 98-13500
DMV#

MUST BE CARRIED ON ASBESTOS PROJECTS

Front of License

01213 000659060 81

EYES BRO
HAIR BLK
HGT 5' 10"

IF FOUND RETURN TO:
NYSDOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

Back of License

KAM CONSULTANTS CORP.

NEW YORK RISK ASSESSOR
CERTIFIED LEAD-BASED PAINT PROFESSIONAL

KAM CONSULTANTS CORP. EMPLOYEE
Full Name: **MICHAEL ABDI**

New York
RISK ASSESSOR

Certified Lead-Based Paint Professional

Front of License

Certification No.	NY-R-10273-4
Date of Birth 12/15/1966	Expiration Date 03/31/2017
Address 262 Taaffe Place #316 Brooklyn, NY 11205	
Badge Holder's Name Michael Abdi	
Badge Holder's Signature	

If found, drop in any mailbox
Postmaster: Please return to:

US EPA
1200 Pennsylvania Ave, NW
(MC-7404T)
Washington, DC 20460
or Call 1-800-424-LEAD

Back of License

KAM CONSULTANTS CORP.

NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION
ASBESTOS LICENSE

KAM CONSULTANTS CORP. EMPLOYEE
Full Name: ALEXANDER RUBIN

NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE

RUBIN,
ALEXANDER
INVESTIGATOR
115561

EXPIRES: 9/11/2017
DOB:

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

Front of License

DMV ID:

This certificate must be shown to a NYCDEP representative upon request. Report loss immediately to NYCDEP Asbestos Control Program, 8th floor 59-17 Junction Blvd., Flushing, NY 11373

01213 0000191577 4

Back of License

KAM CONSULTANTS CORP.

NEW YORK STATE DEPARTMENT OF LABOR
ASBESTOS LICENSE

KAM CONSULTANTS CORP. EMPLOYEE
Full Name: **ALEXANDER RUBIN**

STATE OF NEW YORK · DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S

ALEXANDER RUBIN
CLASS(EXPIRES)
D INSP(09/16) I PD (09/16)

CERT# 02-08126
DMV#

MUST BE CARRIED ON ASBESTOS PROJECTS

Front of License

01213 000571010 89

EYES GRY
HAIR BRO
HGT 5' 03"

IF FOUND RETURN TO:
NYSDOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

Back of License

United States Environmental Protection Agency

This is to certify that

Alexander Rubin

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

In the Jurisdiction of:

New York

This certification is valid from the date of issuance and expires January 15, 2018

NY-R-I149001-1

Certification #

January 15, 2015

Issued On

John Gorman, Chief

Pesticides & Toxic Substances Branch

KAM CONSULTANTS CORP.

NEW YORK STATE DEPARTMENT OF LABOR
ASBESTOS LICENSE

KAM CONSULTANTS CORP. EMPLOYEE
Full Name: **LUKASZ PROCHNIEWICZ**

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S

LUKASZ PROCHNIEWICZ
CLASS(EXPIRES)
C ATEC(10/16) D INSP(10/16)
H PM (10/16) I PD (10/16)

CERT# 99-12392
DMV#

MUST BE CARRIED ON ASBESTOS PROJECTS

Front of License

01213 0006218994 7

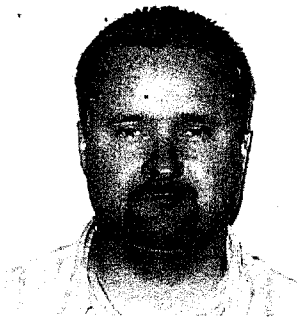
EYES GRN
HAIR BLN
HGT 5' 10"

IF FOUND RETURN TO:
NYSDOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

Back of License

United States Environmental Protection Agency

This is to certify that



Lukasz Prochniewicz

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

In the Jurisdiction of:

New York

This certification is valid from the date of issuance and expires August 05, 2018

NY-R-11418-1

Certification #

July 22, 2015

Issued On

John Gorman, Chief

Pesticides & Toxic Substances Branch

NITON LLC

Certificate of Achievement

Lukasz Prochniewicz
KAM Consultants Corporation

has successfully completed the Manufacturer's Training Course for the **NITON Spectrum Analyzer** *and is now certified in radiation safety and monitoring, measurement technology, and machine maintenance of the* **NITON XRF Spectrum Analyzer**.

(CIH's – The ABIH Awards 1 CM point, approval # 05-396)

A5061051927
Certificate Number

06/17/05 New York, NY
Date & Site of Course

Victoria Grzybinski
Training Coordinator

Kenneth P. Wyatt
Director of Training

Big Apple Occupational Safety Inc.

505 Eighth Avenue, New York, New York 10018
212-564-7656

MTP-006

Certificate of Completion

This Certifies that on March 11th, 2016

Lukasz Prochniewicz

DMV # 870-050-199

Has successfully completed 32 hrs New York State Department of Labor approved course entitled

Mold Assessor Initial Course

Pursuant to Article 32 of the New York State Labor Law

Attendee Identification Number : 1-16-03-11-006-007
Training Course Location: 35-40 36th. Street, Long Island City, NY 11106

Radha Reddy
Training Director

This certificate is not a license to perform assessment, remediation or abatement of mold projects

ANDO International

Environmental and Occupational Health and Safety Training

44-01 21st Street, Long Island City, NY 11101
Tel: (718) 349-3235 Fax: (718) 349-3238

HEREBY CERTIFIES THAT

Lukasz Prochniewicz

HAS SUCCESSFULLY COMPLETED 40 HOURS OSHA COURSE ENTITLED

OSHA HAZWOPER WORKER COURSE

IN ACCORDANCE WITH 29 CFR 1910.120 OSHA REGULATIONS

HAZARDOUS WASTE OPERATION AND EMERGENCY RESPONSE HEALTH AND SAFETY

On this 16th Day of June, 2015
Date(s) of Course: 05/18,20,21,26-06/03,11,16/2015

Director: Tomasz Chabowski

Completion Date: 06/16/2015
Expiration Date: 06/16/2016
Certificate #: 06162015OSHA40-07

Protective Equipment Level: "B","C","D"

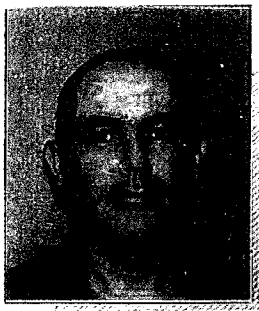
KAM CONSULTANTS CORP.

NEW YORK STATE DEPARTMENT OF LABOR
ASBESTOS LICENSE

KAM CONSULTANTS CORP. EMPLOYEE
Full Name: **MARCO VILLARROEL**

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S



MARCO A VILLARROEL
CLASS(EXPIRES)
C ATEC(07/16) D INSP(07/16)
H PM (07/16)

CERT# 01-14624
DMV#

MUST BE CARRIED ON ASBESTOS PROJECTS

Front of License

01213 000623461 17

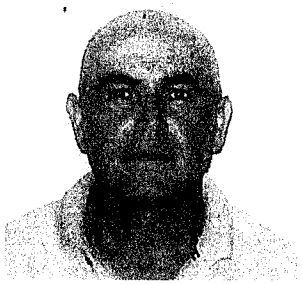
EYES BRO
HAIR GRY
HGT 5' 04"

IF FOUND RETURN TO:
NYSDOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

Back of License

United States Environmental Protection Agency

This is to certify that



Marco Antonio Villarroel

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

In the Jurisdiction of:

New York

This certification is valid from the date of issuance and expires August 09, 2018

NY-R-126898-2

Certification #

July 20, 2015

Issued On

John Gorman, Chief

Pesticides & Toxic Substances Branch

Certificate of Completion

This is to certify that

marco villarroel

Has completed the

Radiation Safety for X-ray Tube Based Instruments

Training course

On

4/29/2015

Supervisor signature

Jim Blute, RSO Thermo Fisher Scientific
Portable Analytical Instruments

Big Apple Occupational Safety Inc.

505 Eighth Avenue, New York, New York 10018
212-564-7656

MTP-006

Certificate of Completion

This Certifies that on March 11th, 2016

Marco Villarroel

DMV # 990-386-407

Has successfully completed 32 hrs New York State Department of Labor approved course entitled

Mold Assessor Initial Course

Pursuant to Article 32 of the New York State Labor Law

Attendee Identification Number : 1-16-03-11-006-008
Training Course Location: 35-40 36th. Street, Long Island City, NY 11106

Radha Reddy
Training Director

This certificate is not a license to perform assessment, remediation or abatement of mold projects

ANDO International

Environmental Compliance and Occupational Safety Training

44-01 21st Street, Long Island City, NY 11101
Tel: (718) 349-3235 Fax: (718) 349-3238

HEREBY CERTIFIES THAT

Marco A. Villarroel

HAS SUCCESSFULLY COMPLETED 8 HOURS OSHA COURSE ENTITLED

HAZWOPER REFRESHER COURSE

IN ACCORDANCE WITH 29 CFR 1910.120 OSHA REGULATIONS
HAZARDOUS WASTE OPERATION AND EMERGENCY RESPONSE

On this 19th day of May, 2015
Date(s) of course: 05/18,19/2015

Completion Date: 05/19/2014
Expiration Date: 05/19/2015

Director: Tomasz Chabowski

Certificate #: 0519015HAZREF-01

NEW YORK STATE DEPARTMENT OF HEALTH

RADIOACTIVE MATERIALS LICENSE

Pursuant to the Public Health Law, Part 16 of the New York State Sanitary Code, Industrial Code Rule 38, and in reliance on statements and representations heretofore made by the licensee designated below, a license is hereby issued authorizing radioactive material(s) for the purpose(s), and at the place(s) designated below. The license is subject to all applicable rules, regulations, and orders now or hereafter in effect of all appropriate regulatory agencies and to any conditions specified below.

1. NAME OF LICENSEE	3. LICENSE NUMBER
Kam Consultants Corporation FEIN 11-3068255 Phone (718) 729-1997	C3018
	4. EXPIRATION DATE **September 19, 2017**
2. ADDRESS OF LICENSEE 35-40 36th Street Long Island City, New York 11106	5a. REFERENCE: **DH 13-367** b. AMENDMENT NO.: **5**

6. Radioactive Materials (elements in mass number)	7. Chemical and/or physical form	8. Maximum quantity licensee may possess at any one time
A. Cadmium 109	A. Sealed source	A. 100 millicuries

9. Authorized use.
Condition 6.A.:

A. The licensee is authorized to use any sealed source, or associated portable x-ray fluorescence device which has been manufactured and distributed in accordance with a specific license issued by an Agreement State or the United States Nuclear Regulatory Commission. Combinations of sources and devices must be compatible for use as stated in a Sealed Source and Device Registration Certificate (i.e., stated in the registration certificate for the source or device).

B. No single source may exceed the maximum activity specified for that nuclide in the Sealed Source and Device Registration Certificate for any device in which the source is to be used.

9 C. Only portable x-ray fluorescence devices which require continuous activation by the operator, and which incorporate a mechanism to automatically return the source to its shielded position (e.g., a "dead-man" switch) may be obtained and used under this license. Devices which rely upon positive action by the operator to shield the source, such as operation of a key switch, or which do not require continuous operator activation during exposure, are not authorized under this license.

10. A. The Radiation Safety Officer (RSO) for this License is George Kouvaras.

B. Licensed material shall be used by, or under the supervision of, the Radiation Safety Officer, by licensee personnel trained and certified by the manufacturer. The licensee shall maintain a complete and accurate record of the qualifications of each person permitted to use radiation sources under this license.

11. Except as specifically provided otherwise in this License, the licensee shall conduct its program in accordance with the statements, representation and procedures contained in the documents, including any enclosures, listed below. The Department's Regulations shall govern, unless the statements, representation and procedures in the licensee's application and correspondence are more restrictive than the Regulations.

A. Application dated August 15, 2007, signed by George Kouvaras, with attachments.

B. Letter received August 27, 2007, signed by George Kouvaras, with attachments.

12. A. Licensed material shall be stored at the location indicated in Condition 2 and may be used at temporary job sites of the licensee anywhere within the State of New York, where the Department of Health exercises jurisdiction.

B. Overnight storage at other locations shall be in accordance with statements referenced in Condition 11 of the license, provided that such storage may not be in a residence, or in an attached garage except within a vehicle. Any vehicle used for storage shall be driven only for purposes associated with use or transport of the contained radioactive material, by a person qualified to use the material, and no passengers shall be carried unless they are also involved in work under this license. Vehicular storage shall only be allowed if no other storage is possible and shall not exceed five (5) consecutive nights unless authorization to exceed this limit is obtained from the Department.

C. Under no circumstances shall radioactive material authorized by this license be transferred to the custody of any person or firm other than the licensee, or be used or stored by another person or firm or its employees; unless that person or firm possesses a valid license to possess and use such radioactive material.

13. Sealed sources containing radioactive materials shall not be opened or removed from devices.

14. A. The licensee is not authorized to dismantle, repair or affect any changes in the source holders/devices.

    B. The licensee shall not alter labels attached to source holders or devices, and shall maintain labels in legible condition at all times.

15. The licensee shall instruct persons who engage in work under the license, in accordance with 10 NYCRR 16.13(c). Such instruction shall include the licensee's operating and emergency procedures, and other information contained in documents incorporated in Condition 11.

16. The licensee shall conduct a physical inventory every six (6) months to account for all devices received and possessed under the License. The records of the inventories shall be maintained for three (3) years from the date of the inventory for inspection by the Department, and shall include the quantities and kinds of licensed material, manufacturer's name and model number, location of devices, the date of the inventory, and the name of the person who performed it.

17. A. The licensee shall maintain a utilization log containing the identification of devices used, dates removed and returned to storage, the location of use, and the identity of user.

    B. The log shall be kept at the location of storage and shall contain sufficient detail to enable the licensee to inform the Department at any time, of the exact location of each device.

18. Current copies of the following documents shall be maintained at temporary job sites for Department inspection:

    A. The manufacturer's instruction manual and the licensee's operating and emergency procedures.

    B. A copy of the results of the latest test for leakage and/or contamination performed on the sealed sources.

    C. A copy of this license.

NEW YORK STATE DEPARTMENT OF HEALTH

RADIOACTIVE MATERIALS LICENSE

3. License Number C3018 **5a. Reference DH 13-367** **b. Amendment No. 5**

19. In the event that a theft, loss or other serious incident does occur, the Department shall be notified immediately by telephone and subsequent information acquired by the licensee shall be reported as it is received. All device users must carry the NYSDOH's current telephone number in their emergency procedures.

20. The licensee shall ensure that all persons authorized to use portable devices comply with safe use and maintenance procedures and that they do not leave a device unattended or unsecured at any time, even for a few minutes.

FOR THE NEW YORK STATE DEPARTMENT OF HEALTH

Date: JAN 0 3 2014

By _____
Daniel J Samson, CHP, Chief
Radioactive Materials Section
Bureau of Environmental Radiation Protection

DJS/DCG

C3018_5.doc

Thermo Fisher
SCIENTIFIC

The world leader
in serving science

Thermo Fisher Financial Services, Inc.
81 Wyman Street
Waltham, MA 02454

BILL OF SALE

Sold To: KAM Consultants Corp

Attn: George Kouvaras

Equipment:

(1) XLp 300 Lead Paint Analyzer

Purchase Price: $1.00

Disclaimer: The above-described equipment sold "As Is." Thermo Fisher Financial Services Inc. hereby expressly disclaims any and all warranties, either expressed or implied and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this equipment.

Seller:
Thermo Fisher Financial Services Inc.

Michael W. Bartlett, Director, Financial Services

Date: July 9, 2007

Purchaser:
KAM Consultants Corp

Signature of Purchaser

Date: July 11, 2007

VSSA

Valley Safety Services Associates, Inc.

330 Old Enfield Road, Belchertown, MA 01007
http://www.vssa-inc.com
(413)323-9571

Leak Test Data/Certificate

Complete the data requested on the top part of this form and return it with your leak test to the address in the above heading. Following our analysis of your leak test specimen we will return this form to you for your record of the test and results.

Source/Device Description

Device: XRF ANALYZER **Model:** XLP 300A **Serial #:** 13528 **Manufacturer:** NITON

Radioisotope Cd-109 **Activity (mCi)** 40

Source model: XFB-1 **Source # :** NR8402 **Manufacturer:** IPL

The leak testing of this source/device was performed as indicated in manufacturer recommendations or LT-952 kit instructions using kit # 866599

By: LUKAS PROCHNIEWICZ Date: 1/5/16

Company: LAM CONSULTANTS CORP. Telephone: (718) 729-1997

Address: 35-40 36th STREET Fax: (718) 729-1876
L.I.C., NY 11106

Do Not Write Below This Line

Leak Test Analysis Result

Analysis of the above test on _____ yielded the following;

☐ Statistical analysis of the radioactive count data of this leak test specimen indicated any activity present is less than 0.005 μCi. The source maybe used as authorized.

☐ Statistical analysis of the radioactive count data of this leak test specimen indicated there is greater than 0.005 microcuries of activity present. This source should be considered leaking. Consult your device operations manual; place this unit in storage and make the required notification to your regulatory agency.

YOUR NEXT REQUIRED LEAK TEST FOR THIS DEVICE/SOURCE IS DUE ON OR BEFORE

_____

ANOTHER TEST KIT WILL BE SENT TO YOU 2 WEEKS BEFORE THIS DATE FOR YOUR USE AND RETURN FOR ANALYSIS.

THIS CERTIFICATE IS AN ESSENTIAL RECORD AND SHOULD BE MAINTAINED FOR INSPECTION BY THE REGULATORY AGENCY.

CERTIFICATE #: _____ **BY:** _____ **DATE :** _____

NEW YORK STATE - DEPARTMENT OF LABOR
DIVISION OF SAFETY AND HEALTH
LICENSE AND CERTIFICATE UNIT
STATE CAMPUS BUILDING 12

MOLD ASSESSOR LICENSE

KAM Consultants Corp.
35-40 36 street
ASTORIA, NY 11106

LICENSE NUMBER 00642
DATE OF ISSUE: 4/19/2016
EXPIRATION DATE 4/30/2018

This license is valid only for the contractor named above.

Eileen Franko, Director
FOR THE COMMISSIONER OF LABOR

STATE OF NEW YORK
DEPARTMENT OF LABOR
EXCELSIOR

KAM CONSULTANTS
35-40 36th Street
Long Island City
New York, 11106
Tel: (718) 729-1997
Fax: (718) 729-1876

June 16, 2016

NYC DEPARTMENT OF DESIGN & CONSTRUCTION
Division of Program Management
Safety and Site Support
Office of Environmental and Geotechnical Services
30-30 Thomson Avenue
Long Island City, NY 11101

Re: CAPIS ID# PW335BS12
Description: Bulk Sampling and Laboratory Testing in Conjunction with Asbestos and Lead Abatement and the Assessment of Mold within the Five Boroughs of New York City

Ref: SUBCONTRACTOR

KAM Consultants Corp. will not use any Subcontractor for the above-mentioned project.

Should you have any questions or require further information, please don't hesitate to contact me at (718) 729-1997.

Sincerely yours,

George Kouvaras
President

PROJECT ID: PW335BS12

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PROGRAM MANAGEMENT
SAFETY & SITE SUPPORT
OFFICE OF ENVIRONMENTAL AND GEOTECHNICAL SERVICES

BID BOOKLET

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CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PROGRAM MANAGEMENT
SAFETY & SITE SUPPORT
OFFICE OF ENVIRONMENTAL AND GEOTECHNICAL SERVICES

SPECIAL NOTICE TO BIDDERS

BID SUBMISSION REQUIREMENTS

THE FOLLOWING DOCUMENTS ARE TO BE COMPLETED AND SUBMITTED WITH THE BID:

1. Bid Form, including Affirmation
2. Bid Security (if required, see Attachment 1)

FAILURE TO SUBMIT ITEMS (1) AND (2) WILL RESULT IN THE DISQUALIFICATION OF THE BID.

3. Iran Divestment Act Compliance Rider
4. Safety Questionnaire
5. Construction Employment Report (if bid is $1,000,000 or more)
6. Contract Certificate (if bid is less than $1,000,000)
7. Confirmation of Vendex Compliance
8. Special Experience Requirements (if applicable)
9. Any Addenda issued prior to the receipt of bids

FAILURE TO SUBMIT ITEMS (4) THROUGH (9) MAY RESULT IN THE DISQUALIFICATION OF THE BID.

(1) All of the above referred to blank forms to be completed and submitted with the bid are included in the BID BOOKLET.

(2) If the bidder has any questions or requires additional information, please contact the Department of Design and Construction by phone (718-391-2601) or by fax (718-391-2615).

(3) VENDEX QUESTIONNAIRES: The Bidder is advised that Vendex Questionnaires and procedures have been changed. Vendex Questionnaires, as well as detailed instructions, may be obtained at www.nyc.gov/vendex. The bidder may also obtain Vendex forms and Instructions by contacting the Agency Chief Contracting Officer or the contact person for this contract.

(4) SPECIAL EXPERIENCE REQUIREMENTS: The Bidder is advised that Special Experience Requirements may apply to this contract. Such requirements are set forth on page 3 of this Bid Booklet.

SPECIAL EXPERIENCE REQUIREMENTS

PROJECT ID: PW335BS12
SPECIAL EXPERIENCE REQUIREMENTS

(1) **GENERAL**: The special experience requirements set forth below apply to the bidder for this contract.

(a) Evaluation: Compliance with the experience requirements set forth below will be determined solely by the City. The bidder is advised that failure to meet such experience requirements will result in the rejection of the bid as non-responsive.

(b) Compliance: Compliance with the special experience requirements must be demonstrated by the BIDDER ITSELF, i.e., the actual entity submitting the bid, whether an individual, corporation or partnership. The bidder itself must have been in existence as the same entity for the five year period prior to the bid opening. During such period, the bidding entity itself must have achieved compliance with the special experience requirements. The bidding entity may not use or rely on the experience or credentials of any other entity, regardless of any relationship such other entity may have to the bidder.

(c) Subcontracting: Subcontracting is not permitted for this contract, except for Laboratory Testing Services and Reimbursable Services, as set forth in Article 5.5 of the contract.

(d) Joint Ventures: If the bidder is a joint venture, all required services must be performed by only one joint venture partner. The bidder must identify the entity that will perform the required services and such entity must meet the special experience requirements.

(a) The bidder must, for the five year period prior to the bid opening, have been:

(1) Licensed by NYS DOL as an Asbestos Handler "Restricted Class"
(2) Licensed by the US EPA under 40 CFR 745.226 and under Toxic Substance Control Act (TSCA) Section 402 (a) (1) to conduct lead based activities;
(3) Accredited by ELAP for Environmental Analysis of Solid and Hazardous Wastes, (ELAP is administered by the NYS-DOH);
(4) Accredited by ELAP for Asbestos Fiber Analysis (PLM-Item 198.1 & 198.6), (TEM-Item 198.4) and lead in soil and paint chip analysis. (ELAP is administered by the NYS-DOH);
(5) Accredited by the US EPA National Lead Laboratory Accreditation Program (NLLAP) for Lead in Paint Chip and Soil Analysis;
(6) Accredited by the NVLAP for Bulk Asbestos Fiber Analysis (NVLAP is administered by NIST).

(b) The bidder must, for the five year period prior to the bid opening, have been in the business of providing the following services as a routine part of its daily operations: (1) bulk sampling for asbestos, (2) paint chip sampling for lead, (3) soil sampling for lead, (4) analytic testing services for asbestos and lead, (5) lead hazard investigation and (6) XRF testing services. The XRF testing services must have involved use of an XRF testing instrument capable of estimating lead concentration in milligrams per square centimeter.

(c) The bidder must, for each of the five years prior to the bid opening, demonstrate annual gross revenues of at least $1,000,000 for provision of the sampling and testing services described in paragraph (b) above.

(d) The bidder must have participated in and received a current rating of "Proficient" in ten (10) of the twelve (12) most recent rounds of the Environmental Lead Analytical Testing Proficiency ("ELATP") program and the AIHA Bulk Sample PAT program.

(e) The bidder shall be required, throughout the term of the Contract, to provide qualified personnel for the performance of all required services. The bidder must demonstrate that it is capable of providing personnel that comply with the minimum qualification requirements set forth below. Resumes and certificates of proposed personnel must be submitted. All proposed personnel must be employed by the bidder at the time of the bid.

(1) Six Asbestos Inspectors/Investigators, each of whom must have the following: (1) an Asbestos Inspector Certificate issued by the NYS DOL; (2) an Asbestos Investigator Certificate issued by the

NYC DEP; (3) an Asbestos Investigator Seal; (4) an active account as an Asbestos Investigator with the NYC DEP ARTS, and (5) at least six (6) years of experience performing bulk sampling services in buildings and structures for asbestos projects within NYC.

(2) Two lead Inspectors, each of whom must have the following: (1) a Lead Inspector and Lead Risk Assessor Certificate issued by the USEPA, and (2) at least four (4) years of experience performing paint chip sampling, soil sampling and /or XRF testing services on lead projects within NYC. In addition, any Environmental Technician performing XRF testing services must have a training certificate for the XRF instrument employed, as well as a Radioactive Materials License issued by the NYS DOH.

(3) One Mold Assessor, whom must have the following: (1) a valid Mold Assessor license issued by the New York State Department of Labor, and (2) at least four (4) years of experience in the assessment and remediation design for mold abatement projects.

(f) The bidder must submit documentation for each XRF Testing instrument it either owns or leases at the time of the bid. Such documentation must include the following: (1) name of manufacturer, (2) model, (3) serial number, (4) age of the radioactive source, and (5) concentration of lead in milligrams per square centimeter the instrument is capable of estimating. The XRF testing instrument must be capable of estimating lead concentration in milligrams per square centimeter.

(g) The bidder must be licensed by the NYSDOL as a Mold Assessor Contractor in accordance with Article 32 of the Labor Law and demonstrate one year experience in mold assessment, remediation design, project monitoring and remediation closeout reports.

BID FORM
THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PROGRAM MANAGEMENT
SAFETY & SITE SUPPORT
OFFICE OF ENVIRONMENTAL & GEOTECHNICAL SERVICES

BID FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

PROJECT ID: PW335BS12

Name of Bidder: _____

Date of Bid Opening: _____

Bidder is: (Check one, whichever applies) Individual ( ) Partnership ( ) Corporation ( )

Place of Business of Bidder: _____

Bidder's Telephone Number: _____ Fax Number: _____

Bidder's E-Mail Address: _____

Residence of Bidder (If Individual): _____

If Bidder is a Partnership, fill in the following blanks:

Names of Partners	Residence of Partners
_____	_____
_____	_____
_____	_____

If Bidder is a Corporation, fill in the following blanks:
Organized under the laws of the State of _____

Name and Home Address of President: _____
_____

Name and Home Address of Secretary: _____
_____

Name and Home Address of Treasurer: _____
_____

BID FORM

The above-named Bidder affirms and declares:

1. The said bidder is of lawful age and the only one interested in this bid; and no person, firm or corporation other than hereinbefore named has any interest in this bid, or in the Contract proposed to be taken.

2. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

3. No councilman or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

4. The bidder is not in arrears to the City of New York upon debt or contract or taxes, and is not a defaulter, as surety or otherwise, upon any obligation of the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except as set forth on the Affirmation included in this Bid Booklet.

The bidder hereby affirms that it has paid all applicable City income, excise and other taxes for all years it has conducted business activities in New York City.

5. The bidder, as an individual, or as a member, partner, director or officer of the bidder, if the same be a firm, partnership or corporation, executes this document expressly warranting and representing that should this bid be accepted by the City and the Contract awarded to him, he and his subcontractors engaged in the performance: (1) will comply with the provisions of Section 6-108 of the Administrative Code of the City of New York and the non-discrimination provisions of Section 220a of the New York State Labor Law, as more expressly and in detail set forth in the Agreement; (2) will comply with Section 6-109 of the Administrative Code of the City of New York in relation to minimum wages and other stipulations as more expressly and in detail set forth in the Agreement; (3) have complied with the provisions of the aforesaid laws since their respective effective dates, and (4) will post notices to be furnished by the City, setting forth the requirements of the aforesaid laws in prominent and conspicuous places in each and every plant, factory, building and structure where employees engaged in the performance of the Contract can readily view it, and will continue to keep such notices posted until the supplies, materials and equipment, or work labor and services required to be furnished or rendered by the Contractor have been finally accepted by the City. In the event of any breach or violation of the foregoing, the Contractor may be subject to damages, liquidated or otherwise, cancellation of the Contract and suspension as a bidder for a period of three years. (The words, "the bidder", "he", "his", and "him" where used herein shall mean the individual bidder, firm, partnership or corporation executing this bid).

6. Compliance Report

The bidder, as an individual, or as a member, partner, director, or officer of the bidder, if the same be a firm, partnership, or corporation, (1) represents that his attention has been specifically drawn to Executive Order No. 50, dated, April 25, 1980, on Equal Employment Compliance of the contract, and (2) warrants that he will comply with the provisions of Executive Order No. 50. The Employment Report must be submitted as part of the bid.

The bidder, as an individual, or as a member, partner, director, or officer of the bidder, if the same be a firm, partnership, or corporation, executes this document expressly warranting that he will comply with: (1) the provision of the contract on providing records, Chapter 8.

7. By submission of this bid, the bidder certifies that it now has and will continue to have the financial capability to fully perform the work required for this contract. Any award of this contract will be made in reliance upon such certification. Upon request therefor, the bidder will submit written verification of such financial capability in a form that is acceptable to the department.

8. In accordance with Section 165 of the State Finance Law, the bidder agrees that tropical hardwoods, as defined in Section 165 of the State Finance Law, shall not be utilized in the performance of this Contract, except as the same are permitted by the foregoing provision of law.

9. The bidder has visited and examined the site of the work and has carefully examined the Contract in the form approved by the Corporation Counsel, and will execute the Contract and perform all its items, covenants and conditions, and will provide, furnish and deliver all the work, materials, supplies, tools and appliances for all labor and materials necessary or required for the hereinafter named work, all in strict conformity with the Contract, for the prices set forth in the Bid Schedule.

10. M/WBE UTILIZATION PLAN: By signing its bid, the bidder agrees to the Vendor Certification and Required Affirmations set forth below, unless a full waiver of the Participation Goals is granted. The Vendor Certification and Required Affirmations will be deemed to satisfy the requirement to complete Section V of Part II of Schedule B: M/WBE Utilization Plan.

Section V: Vendor Certification and Required Affirmations:

I hereby:

1) acknowledge my understanding of the M/WBE participation requirements as set forth in this Contract and the pertinent provisions of Section 6-129 of the Administrative Code of the City of New York and the rules promulgated thereunder;
2) affirm that the information supplied in support of the M/WBE Utilization Plan is true and correct;
3) agree, if awarded this Contract, to comply with the M/WBE participation requirements of this Contract, the pertinent provisions of Section 6-129, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract;
4) agree and affirm that it is a material term of this Contract that the Vendor will award the total dollar value of the M/WBE Participation Goals to certified MBEs and/or WBEs, unless a full waiver is obtained or such goals are modified by the Agency; and
5) agree and affirm, if awarded this Contract, to make all reasonable, good faith efforts to meet the M/WBE Participation Goals, or If a partial waiver is obtained or such goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms.

SCHEDULE OF UNIT PRICES

PART A: ALL INCLUSIVE HOURLY RATES

All Inclusive Hourly Rates for Specified Titles: The bidder shall submit All Inclusive Hourly Rates for all titles listed below. The All Inclusive Hourly Rate for each title shall include the following: (1) all expenses incurred by the Consultant and/or its Subconsultants in the performance of all required services for the Project, (2) all expenses related to management, oversight and quality control procedures, including, without limitation, any time spent by principals performing such duties, (3) all expenses related to overhead and any anticipated profit, (4) all expenses in connection with non-reimbursable services, as set forth in Article 6 of the Contract.

Extended Amount: The bidder shall submit the Extended Amount for each title. The Extended Amount for each title is the All Inclusive Hourly Rate times the Estimated Hours.

Increase: The bidder is advised that the All Inclusive Hourly Rates shall remain in effect for the three (3) year base term of the contract. If the base term is renewed or extended, such Rates shall be increased, as set forth in Article 7 of the Contract.

Item #	Title	All Inclusive Hourly Rate	Estimated Hours	Extended Amount
		(In Figures)		(In Figures)
Title #1	Asbestos Investigator	_____	2,600	
Title #2	Lead Inspector / Risk Assessor	_____	500	
Title #3	Mold Assessor	_____	500	

Total Amount for Part A: All Inclusive Hourly Rates for Specified Titles:
$_____*
(Addition of Extended Amounts for Titles #1-3)

* The Bidder shall insert the Total Amount for Part A on the Bid Form on Page 8 of the Bid Booklet.

SCHEDULE OF UNIT PRICES
PART B: UNIT PRICES FOR TESTING SERVICES

Unit Prices: The bidder shall submit Unit Prices for all items of Testing Services listed below. The Unit Price for each item shall include the following: (1) all expenses incurred by the Consultant and/or its Subconsultant(s) in connection with the performance of the test, (2) all expenses related to providing reports of test results, (3) all expenses related to management, oversight and quality control procedures, (4) all expenses in connection with non-reimbursable services, as set forth in Article 6, and (5) all expenses related to overhead and any anticipated profit.

Extended Amount: In addition to the Unit Price, the bidder shall submit the Extended Amount for each item. The Extended Amount for each item is the Unit Price times the Estimated Quantity.

No Increase: The bidder is advised that the Unit Prices shall remain in effect for the entire term of the contract, including the base term (3 years), the renewal term (1 year) and the extended term (1 year).

TESTING SERVICES FOR AIR SAMPLES AND DUST WIPE SAMPLES

Item #	Description of Item	Analytical Method	Unit Price	Estimate of Quantities	Extended Amount
	(See Article 6)		(In Figures)		(In Figures)
Item # 1 (Article 6.7.5a)	Bulk Sample Analysis for Asbestos by Polarized Light Microscopy (Friable)	ELAP 198.1	_____ 2 hour (TAT)*		
Item # 2 (Article 6.7.5a)	Bulk Sample Analysis for Asbestos by Polarized Light Microscopy (Friable)	ELAP 198.1	_____ 12 hour TAT		
Item # 3 (Article 6.7.5b)	Bulk Sample Analysis for Asbestos by Polarized Light Microscopy (NOB)	ELAP 198.6	_____ 12 hour TAT		
Item # 4 (Article 6.7.5c)	Bulk Sample Analysis by Polarized Light Microscopy Method for Identifying & Quantitating Asbestos Sprayed-On Fireproofing Containing Vermiculite Bulk Samples	ELAP 198.8	_____ 4 days TAT		
Item # 5 (Article 6.7.5d)	Bulk Sample Analysis for Asbestos by Transmission Electron Microscopy (NOB)	ELAP 198.4	_____ 12 hour TAT		
Item # 6 (Article 6.7.5e)	Paint Chip Sample Analysis for LEAD by Flame Atomic Absorption Spectrophotometry	EPA Method 700B	_____ 12 hour TAT		
Item # 7 (Article 6.7.5f)	Soil Sample Analysis for LEAD by Flame Atomic Absorption Spectrophotometry	EPA Method 700B	_____ 2 hour TAT		
Item # 8 (Article 6.7.5g)	X-Ray Flourescence (XRF) Testing Instrumentation	N/A	_____ Per diem		

Total Amount for Part B: Unit Prices for Testing Services:

$_____*

(Addition of Extended Amounts for Items #1-8)

* The Bidder shall insert the Total Amount for Part B on the Bid Form on Page 8 of the Bid Booklet.

* **Turn Around Time (TAT):** TAT means the period of time within which the Consultant must report the results of a test by telephone, as well as by facsimile or email, to the DDC OEGS Representative. Such period of time shall commence when the sample is received in at the laboratory.

BID FORM

PROJECT ID: PW335BS12

TOTAL BID PRICE: In the space provided below, the Bidder shall indicate the following: (1) Total Amount for Part A: All Inclusive Hourly Rates for Specified Titles, (2) Total Amount for Part B: Unit Price for Testing Services, and (3) Total Bid Price. The Total Bid Price is the addition of the Total Amount for Part A (Page 7-a) and the Total Amount for Part B (Page 7a-b). The Total Bid Price will be used for the purpose of comparing bids and determining the low bidder. The contract will be awarded to the lowest responsive and responsible bidder for a Total Not to Exceed Amount of $350,000.00. Such total amount includes an Allowance for Reimbursable Services in the amount of $10,000.00. Payment for all required services will be in accordance with the Schedule of Unit Prices.

A. **PART A:** The Bidder shall insert the Total Amount for Part A: All Inclusive Hourly Rates for Specified Titles set forth on Page 7-a.

Total Amount for Part A: $_____

B. **PART B:** The Bidder shall insert the Total Amount for Part B: Unit Prices for Testing Services set forth on Page 7-b.

Total Amount for Part B: $_____

TOTAL BID PRICE (Add A + B) $_____
(a/k/a BID PROPOSAL)

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder:_____

By: _____
(Signature of Partner or corporate officer)

_____

Attest: Secretary of Corporate Bidder
(Corporate Seal)

Affidavit on the following page should be subscribed
and sworn to before a Notary Public

BID FORM (TO BE NOTARIZED)

****

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

STATE OF NEW YORK, COUNTY OF_____ ss:

_____ being duly sworn says:

I am the person described in and who executed the foregoing bid, and the several matters therein stated are in all respects true.

_____

(Signature of the person who signed the Bid)

Subscribed and sworn to before me this

_____ day of_____, _____

_____

Notary Public

****

AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP

STATE OF NEW YORK, COUNTY OF_____ ss:

_____ being duly sworn says:

I am a member of _____ the firm described in and which executed the foregoing bid. I subscribed the name of the firm thereto on behalf of the firm, and the several matters therein stated are in all respects true.

_____

(Signature of Partner who signed the Bid)

Subscribed and sworn to before me this

_____ day of_____, _____

_____

Notary Public

****

AFFIDAVIT WHERE BIDDER IS A CORPORATION

STATE OF NEW YORK, COUNTY OF_____ ss:

_____ being duly sworn says:

I am the _____ of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at _____

I have knowledge of the several matters therein stated, and they are in all respects true.

_____

(Signature of Corporate Officer who signed the Bid)

Subscribed and sworn to before me this

_____ day of_____, _____

_____

Notary Public

AFFIRMATION

The undersigned bidder affirms and declares that said bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except_____

_____

(If none, the bidder shall insert the word "None" in the space provided above.)

Full Name of Bidder: _____
Address: _____
City _____ State _____ Zip Code _____

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

/__/ A - Individual or Sole Proprietorship*
SOCIAL SECURITY NUMBER

- - - - - - - - - - - -

B - Partnership, Joint Venture or other unincorporated organization
/__/ EMPLOYER IDENTIFICATION NUMBER

- - - - - - - - - - - -

C- Corporation
/__/ EMPLOYER IDENTIFICATION NUMBER

- - - - - - - - - - - -

By:_____
Signature

Title:_____

If a corporation, place seal here

This affirmation must be signed by an officer or duly authorized representative.
*Under the Federal Privacy Act the furnishing of Social Security Numbers by bidders on City contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder's disqualification. Social Security Numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws, as well as to provide the City a means of identifying of businesses which seek City contracts.

IRAN DIVESTMENT ACT COMPLIANCE RIDER

FOR NEW YORK CITY CONTRACTORS

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law ("SFL") §165-a and General Municipal Law ("GML") §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

(1) The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(2) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder's certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:

(1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or

(2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

BIDDER'S CERTIFICATION OF COMPLIANCE WITH

IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the proposer submits the following certification:

[*Please Check One*]

BIDDER'S CERTIFICATION

☐ By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

☐ I am unable to certify that my name and the name of the proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, New York

_____, 20 __

_____
SIGNATURE

_____
PRINTED NAME

_____
TITLE

Sworn to before me this

_____ day of_____, 20____

_____
Notary Public

Project ID. _____

SAFETY QUESTIONNAIRE

The bidder must include, with its bid, all information requested on this Safety Questionnaire. Failure to provide a completed and signed Safety Questionnaire at the time of bid opening may result in disqualification of the bid as non-responsive.

1. Bidder Information:

Company Name: _____

DDC Project Number: _____

Company Size: _____ Ten (10) employees or less

_____ Greater than ten (10) employees

Company has previously worked for DDC _____ YES _____ NO

2. Type(s) of Construction Work

TYPE OF WORK	LAST 3 YEARS	THIS PROJECT
General Building Construction	_____	_____
Residential Building Construction	_____	_____
Nonresidential Building Construction	_____	_____
Heavy Construction, except building	_____	_____
Highway and Street Construction	_____	_____
Heavy Construction, except highways	_____	_____
Plumbing, Heating, HVAC	_____	_____
Painting and Paper Hanging	_____	_____
Electrical Work	_____	_____
Masonry, Stonework and Plastering	_____	_____
Carpentry and Floor Work	_____	_____
Roofing, Siding, and Sheet Metal	_____	_____
Concrete Work	_____	_____
Specialty Trade Contracting	_____	_____
Asbestos Abatement	_____	_____
Other (specify)		
_____	_____	_____

3. Experience Modification Rate:

The Experience Modification Rate (EMR) is a rating generated by the National Council of Compensation Insurance (NCCI). This rating is used to determine the contractor's premium for worker's compensation insurance. The contractor may obtain its EMR by contacting its insurance broker or the NCCI. If the contractor cannot obtain its EMR, it must submit a written explanation as to why.

_____

Project ID. _____

The Contractor must indicate its Intrastate and Interstate EMR for the past three years. [Note: For contractors with less than three years of experience, the EMR will be considered to be 1.00].

YEAR	INTRASTATE RATE	INTERSTATE RATE
_____	_____	_____
_____	_____	_____
_____	_____	_____

If the Intrastate and/or Interstate EMR for any of the past three years is greater than 1.00, the contractor must attach, to this questionnaire, a written explanation for the rating and identify what corrective action was taken to correct the situation resulting in that rating.

4. OSHA Information:

____ YES ____ NO Contractor has received a willful violation issued by OSHA or New York City Department of Buildings (NYCDOB) within the last three years.

____ YES ____ NO Contractor has had an incident requiring OSHA notification within 8 hours (all work-related fatalities) or an incident requiring OSHA notification within 24 hours (all work-related impatient hospitalizations, all amputations and all losses of an eye).

The Occupational Safety and Health Act (OSHA) of 1970 requires employers with ten or more employees, on a yearly basis to complete and maintain on file the form entitled "Log of Work-related Injuries and Illnesses". This form is commonly referred to as the OSHA 300 Log (OSHA 200 Log for 2001 and earlier).

The OSHA 300 Log must be submitted for the last three years for contractors with more than ten employees.

The Contractor must indicate the total number of hours worked by its employees, as reflected in payroll records for the past three years.

The contractor must submit the Incident Rate for Lost Time Injuries (the Incident Rate) for the past three years. The Incident Rate is calculated in accordance with the formula set forth below. For each given year, the total number of incidents is the total number of non-fatal injuries and illnesses reported on the OSHA 300 Log. The 200,000 hours represents the equivalent of 100 employees working forty hours a week, fifty weeks per year.

$$\text{Incident Rate} = \frac{\text{Total Number of Incidents X 200,000}}{\text{Total Number of Hours Worked by Employees}}$$

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Project ID. _____

If the contractor's Incident Rate for any of the past three years is one point higher than the Incident Rate for the type of construction it performs (listed below), the contractor must attach, to this questionnaire, a written explanation for the relatively high rate.

General Building Construction	8.5
Residential Building Construction	7.0
Nonresidential Building Construction	10.2
Heavy Construction, except building	8.7
Highway and Street Construction	9.7
Heavy Construction, except highways	8.3
Plumbing, Heating, HVAC	11.3
Painting and Paper Hanging	6.9
Electrical Work	9.5
Masonry, Stonework and Plastering	10.5
Carpentry and Floor Work	12.2
Roofing, Siding, and Sheet Metal	10.3
Concrete Work	8.6
Specialty Trade Contracting	8.6

5. Safety Performance on Previous DDC Project(s)

____ YES ____ NO Contractor previously audited by the DDC Office of Site Safety.

DDC Project Number(s): _____, _____, _____

____ YES ____ NO Accident on previous DDC Project(s).

DDC Project Number(s): _____, _____, _____

____ YES ____ NO Fatality or Life-altering Injury on DDC Project(s) within the last three years. [Examples of a life-altering injury include loss of limb, loss of a sense (e.g., sight, hearing), or loss of neurological function].

DDC Project Number(s): _____, _____, _____

Date: _____ By: _____

(Signature of Owner, Partner, Corporate Officer)

Title: _____

Pre-Award Process

The bidder is advised that as part of the pre-award review of its bid, it may be required to submit the information described in Sections (A) through (E) below.

If required, the bidder must submit the information described in Sections (A) through (E) below within five (5) business days following receipt of notification from DDC that it is among the low bidders. Such notification from DDC will be by facsimile or in writing and will specify the types of information which must be submitted.

In the event the bidder fails to submit the required information within the specified time frame, its bid may be rejected as nonresponsive.

****

(A) **Contractor's Bid Breakdown**: Not applicable.

(B) **Project Reference Form**: If required, the bidder must complete and submit the Project Reference Form included in this Bid Booklet. The Project Reference Form consists of 3 parts: (1) Similar Contracts Completed by the Bidder, (2) Contracts Currently Under Construction by the Bidder, and (3) Pending Contracts Not Yet Started by the Bidder.

(C) **Copy of License**: If required, the bidder must submit a copy of the license under which the bidder will be performing the work. Such license must clearly show the following: (1) Name of the Licensee, (2) License Number, and (3) Expiration date of the License. A copy of the license will be required from bidders for the following contracts: Plumbing Work, Electrical Work and Asbestos Abatement.

(D) **Financial Information**: If required, the bidder must submit the financial information described below:

(1) Audited Financial Statements: Financial statements (Balance Sheet and Income Statement) of the entity submitting the bid, as audited by an independent auditor licensed to practice as a certified public accountant (CPA). Audited financial statements for the three most recent fiscal years must be submitted. Each such financial statement must include the auditor's standard report.

If the bidder does not have audited financial statements, it must submit an affidavit attesting to the fact that the bidder does not have such statements. In addition, the bidder must submit the following documentation covering the three most recent fiscal years: signed federal tax returns, unaudited financial statements, and a "certified review letter" from a certified public accountant (CPA) verifying the unaudited financial statements.

Unless the most recent audited or unaudited financial statement was issued within ninety (90) days, the bidder must submit interim financial information that includes data on financial position and results of operation (income data) for the current fiscal year. Such information may be summarized on a monthly or quarterly basis or at other intervals.

Schedule of Aged Accounts Receivable, including portion due within ninety (90) days.

(E) **Project Specific Information**: If required, the bidder must submit the project specific information described below:

(1) Statement indicating the number of years of experience the bidder has had with asbestos, lead and mold investigations and laboratory testing.
(2) Resumes and OSHA 10 hour construction safety certificates of all personnel to be involved in the project, including the proposed project manager.
(3) Copies of each license and certificate listed in Article 5.1.1 (a) – (h) of this contract
(4) Description of work expected to be subcontracted, and to what firms, if known.
(5) Contractor's expected means of financing the project. This should be based on the assumption that the contractor is required to finance 2X average monthly billings throughout the contract period.
(6) Any other issues the contractor sees as impacting his ability to complete the project according to the contract.

In addition to the information described in Sections (A) through (E) above, the bidder shall submit such additional information as the Commissioner may require, including without limitation, an explanation or justification for specific unit price items.

The bidder is further advised that it may be required to attend a pre-award meeting with DDC representatives. If such a meeting is convened, the bidder will be advised as to any additional material to be provided.

A. PROJECT REFERENCES – SIMILAR CONTRACTS COMPLETED BY THE BIDDER

List all contracts substantially completed within the last 4 years similar to the contract being awarded, up to a maximum of 10, in descending order of date of substantial completion.

Project & Location	Contract Type	Contract Amount ($000)	Date Completed	Owner Reference & Tel. No. / Email address	Architect/Engineer Reference & Tel. No. / Email address if different from owner

B. PROJECT REFERENCES – CONTRACTS CURRENTLY UNDER CONSTRUCTION BY THE BIDDER

List all contracts currently under construction even if they are not similar to the contract being awarded.

Project & Location	Contract Type	Contract Amount ($000)	Subcontracted to Others ($000)	Uncompleted Portion ($000)	Date Scheduled to Complete	Owner Reference, Tel. No. & Email address	Architect/ Engineer Reference, Tel. No. & Email address if different from owner

C. PROJECT REFERENCES – PENDING CONTRACTS NOT YET STARTED BY THE BIDDER

List all contracts awarded to or won by the bidder but not yet started.

Project & Location	Contract Type	Contract Amount ($000)	Date Scheduled to Start	Owner Reference, Tel No. & Email address	Architect/Engineer Reference, Tel. No.& Email address if different from owner

VENDEX COMPLIANCE

(A) **Vendex Fees:** Pursuant to Procurement Policy Board Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the VENDEX system, including the Vendor Name Check process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The contractor shall also be required to pay the applicable required fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be deducted from payments made to the contractor under the contract. For contracts with an estimated value of less than or equal to $1,000,000, the fee will be $175 per Vendor Name Check review. For contracts with an estimated value of greater than $1,000,000, the fee will be $350 per Vendor Name Check review.

(B) **Confirmation of Vendex Compliance:** The Bidder shall submit this Confirmation of Vendex Compliance to the Department of Design and Construction, Contracts Section, 30-30 Thomson Avenue – First Floor, Long Island City, NY 11101.

Bid Information: The Bidder shall complete the bid information set forth below.

Name of Bidder: _____
Bidder's Address: _____
Bidder's Telephone Number: _____
Bidder's Fax Number: _____
Date of Bid Opening: _____
Project ID: _____

Vendex Compliance: To demonstrate compliance with Vendex requirements, the Bidder shall complete either Section (1) or Section (2) below, whichever applies.

(1) **Submission of Vendex Questionnaires to MOCS:** By signing in the space provided below, the Bidder certifies that as of the date specified below, the Bidder has submitted Vendex Questionnaires to the Mayor's Office of Contract Services, Attn: VENDEX, 253 Broadway, 9th Floor, New York, New York 10007.

Date of Submission: _____

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

(2) **Submission of Certification of No Change to DDC:** By signing in the space provided below, the Bidder certifies that it has read the instructions in a "Vendor's Guide to Vendex" and that such instructions do not require the Bidder to submit Vendex Questionnaires. The Bidder has completed **TWO ORIGINALS** of the Certification of No Change set forth on the next page of this Bid Booklet.

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.

	Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
1			
2			
3			
4			
5			
6			

☐ Check if additional changes were submitted and attach a document with the date of additional submissions.

Certification *This section is required.*

This form must be signed and notarized. Please complete this twice. Copies will not be accepted.

Certified By:

_____
Name (Print)

_____
Title

_____
Name of Submitting Entity

_____ _____
Signature *Date*

Notarized By:

_____ _____ _____
Notary Public *County License Issued* *License Number*

Sworn to before me on: _____
Date

DIRECTIONS: Please execute two originals (both with original signature).
Please forward directly to the agency (not M.O.C.S.).

Certificate of No Change Form

- Please submit two completed forms. Copies will not be accepted.
- Please send both copies to the agency that requested it, unless you are advised to send it directly to the Mayor's Office of Contract Services (MOCS).
- A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
- A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges

I, _____, being duly sworn, state that I have read
Enter Your Name

and understand all the items contained in the vendor questionnaire and any submission of change as identified on page one of this form and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) and any submission of change identified on page two of this form have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that the City of New York will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Questionnaire *This section is required.*

This refers to the vendor questionnaire(s) submitted for the vendor doing business with the City.

Name of Submitting Entity: _____

Vendor's Address: _____

Vendor's EIN or TIN: _____ Requesting Agency: _____

Are you submitting this Certification as a parent? (Please circle one) Yes No

Signature date on the last full vendor questionnaire signed for the submitting vendor: _____

Signature date on change submission for the submitting vendor: _____

Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.

Mayor's Office of Contract Services

	Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
1			
2			
3			
4			
5			
6			

☐ Check if additional changes were submitted and attach a document with the date of additional submissions.

Certification *This section is required.*

This form must be signed and notarized. Please complete this twice. Copies will not be accepted.

Certified By:

_____
Name (Print)

_____
Title

_____
Name of Submitting Entity

_____ _____
Signature *Date*

Notarized By:

_____ _____ _____
Notary Public *County License Issued* *License Number*

Sworn to before me on: _____
Date

DIRECTIONS: Please execute two originals (both with original signature).
Please forward directly to the agency (not M.O.C.S.).

Certificate of No Change Form

- Please submit two completed forms. Copies will not be accepted.
- Please send both copies to the agency that requested it, unless you are advised to send it directly to the Mayor's Office of Contract Services (MOCS).
- A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
- A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges

I, _____, being duly sworn, state that I have read
Enter Your Name

and understand all the items contained in the vendor questionnaire and any submission of change as identified on page one of this form and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) and any submission of change identified on page two of this form have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that the City of New York will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Questionnaire *This section is required.*

This refers to the vendor questionnaire(s) submitted for the vendor doing business with the City.

Name of Submitting Entity: _____

Vendor's Address: _____

Vendor's EIN or TIN: _____ Requesting Agency: _____

Are you submitting this Certification as a parent? (Please circle one) Yes No

Signature date on the last full vendor questionnaire signed for the submitting vendor: _____

Signature date on change submission for the submitting vendor: _____

ATTACHMENT 1

BID INFORMATION

DESCRIPTION OF PROCUREMENT:

Project ID: **PW335BS12** **E-PIN: 85016B0145 / DDC PIN: 8502016PW0004C**

Project Description: **BULK SAMPLING AND LABORATORY TESTING IN CONJUNCTION WITH ASBESTOS AND LEAD ABATEMENT AND THE ASSESSMENT OF MOLD WITHIN THE FIVE BOROUGHS OF NEW YORK CITY**

DIVISION/AGENCY: PROGRAM MANAGEMENT SAFETY & SITE SUPPORT
DEPARTMENT OF DESIGN AND CONSTRUCTION

SUBMIT BIDS ON OR BEFORE: **FRIDAY, JUNE 17, 2016**
BID OPENING TIME TO: BIDS MUST BE CLOCKED IN PRIOR TO BID OPENING

BID OPENING PLACE: 30-30 THOMSON AVENUE, 1ST FLOOR BID ROOM
LONG ISLAND CITY, NY 11101

BID OPENING DATE AND HOUR: **FRIDAY, JUNE 17, 2016 AT 2:00 P.M.**

PRE-BID CONFERENCE DATE AND HOUR: **WEDNESDAY, JUNE 01, 2016 AT 10:00 A.M.**
DEPARTMENT OF DESIGN AND CONSTRUCTION
30-30 THOMSON AVENUE, 1ST FLOOR BID ROOM
LONG ISLAND CITY, NY 11101

MANDATORY ___X___
(BIDDERS WHO DO NOT ATTEND THE MANDATORY PRE-BID CONFERENCE ARE NOT ELIGIBLE TO BID ON THIS PROJECT)

OPTIONAL _____

NONE _____

BID SECURITY: Required _____Yes ___X___ No

CERTIFIED CHECK in the amount of $____0____ or
BID BOND in the amount of 10% of the bid proposal.

Bid Security is not required on any bid less than $1,000,000.00.

PERFORMANCE AND PAYMENT SECURITY: Not Required

CONTACT PERSON: Lorraine Holley – Telephone: (718) 391-2601 Fax: (718) 391-2615

ADDITIONAL REMARKS:

_____

_____

ATTACHMENT 2

M/WBE PROGRAM

SCHEDULE B: M/WBE UTILIZATION PLAN

Bidders are advised that M/WBE Participation Goals have been established for this contract if an "X" is indicated before the word "Yes".

_____ YES _____X___ NO

M/WBE Program Requirements: The requirements for the M/WBE Program are set forth on the following pages of this Bid Booklet, in the section entitled "Notice to All Prospective Contractors".

Schedule B: M/WBE Utilization Plan: Schedule B: M/WBE Utilization Plan for this Contract is set forth in this Bid Booklet on the pages following the section entitled "Notice to All Prospective Contractors". The M/WBE Utilization Plan (Part I) indicates whether Participation Goals have been established for this Contract. If Participation Goals have been established for this Contract, the bidder must submit an M/WBE Utilization Plan (Part II) with its bid.

Waiver: The bidder may seek a full or partial pre-award waiver of the Participation Goals in accordance with the "Notice to All Prospective Contractors" (See Part A, Section 10). The bidder's request for a waiver must be submitted at least seven (7) calendar days prior to the bid date. Waiver requests submitted after the deadline will not be considered. The form for requesting a waiver of the Participation Goals is set forth in the M/WBE Utilization Plan (Part III).

Rejection of the Bid: The bidder must complete Schedule B: M/WBE Utilization Plan (Part II) set forth in this Bid Booklet on the pages following the section entitled "Notice to All Prospective Contractors". A Schedule B submitted by the bidder which does not include the Vendor Certification and Required Affirmations (See Section V of Part II) will be deemed to be non-responsive, unless a full waiver of the Participation Goals is granted (Schedule B, Part III). In the event that the City determines that the bidder has submitted a Schedule B where the Vendor Certification and Required Affirmations are completed but other aspects of the Schedule B are not complete, or contain a copy or computation error that is at odds with the Vendor Certification and Required Affirmations, the bidder will be notified by the Agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a completed Schedule B to the Agency. Failure to do so will result in a determination that the Bid is non-responsive. Receipt of notification is defined as the date notice is emailed or faxed (if the bidder has provided an email address or fax number), or no later than five (5) calendar days from the date of mailing or upon delivery, if delivered.

Impact on LBE Requirements: If goals have been established for the participation of M/WBEs, the contractor is not required to comply with the Locally Based Enterprise Program ("LBE"). The LBE Program is set forth in the article of the Contract entitled "Locally Based Enterprise Program".

NOTICE TO ALL PROSPECTIVE CONTRACTORS

PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

ARTICLE I. M/WBE PROGRAM

Local Law No. 129 of 2005 added and Local Law 1 of 2013 amended Section 6-129 of the Administrative Code of the City of New York (hereinafter "Section 6-129"). Section 6-129 establishes the program for participation in City procurement ("M/WBE Program") by minority- owned business enterprises ("MBEs") and women-owned business enterprises ("WBEs"), certified in accordance with Section 1304 of the New York City Charter. As stated in Section 6-129, the intent of the program is to address the impact of discrimination on the City's procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are pursuant to Section 6-129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

If this Contract is subject to the M/WBE Program established by Section 6-129, the specific requirements of MBE and/or WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "M/WBE Utilization Plan"), and are detailed below. The Contractor must comply with all applicable MBE and WBE requirements for this Contract.

All provisions of Section 6-129 are hereby incorporated in the Contract by reference and all terms used herein that are not defined herein shall have the meanings given such terms in Section 6-129. Article I, Part A, below, sets forth provisions related to the participation goals for construction, standard and professional services contracts. Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE Program.

PART A

PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS

1. The **MBE and/or WBE Participation Goals** established for this Contract or Task Orders issued pursuant to this Contract, ("**Participation Goals**"), as applicable, are set forth on Schedule B, Part I to this Contract (see Page 1, line 1 Total Participation Goals) or will be set forth on Schedule B, Part I to Task Orders issued pursuant to this Contract, as applicable.

The **Participation Goals** represent a percentage of the total dollar value of the Contract or Task Order, as applicable, that may be achieved by awarding subcontracts to firms certified with New York City Department of Small Business Services as MBEs and/or WBEs, and/or by crediting the participation of prime contractors and/or qualified joint ventures as provided in Section 3 below, unless the goals have been waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

2. If **Participation Goals** have been established for this Contract or Task Orders issued pursuant to this Contract, Contractor agrees or shall agree as a material term of the Contract that Contractor shall be subject to the **Participation Goals**, unless the goals are waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

3. If **Participation Goals** have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an MBE and/or WBE shall be permitted to count its own participation toward fulfillment of the relevant **Participation Goal**, provided that in accordance with Section 6-129 the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)), and provided further that a Contractor that is certified as both an MBE and a WBE may count its own participation either toward the goal for MBEs or the goal for WBEs, but not both.

A Contractor that is a qualified joint venture (as defined in Section 6-129(c)(30)) shall be permitted to count a percentage of its own participation toward fulfillment of the relevant **Participation Goal**. In accordance with Section 6-129, the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as

applicable, any amounts that Contractor pays to direct subcontractors, and then multiplying the remainder by the percentage to be applied to total profit to determine the amount to which an MBE or WBE is entitled pursuant to the joint venture agreement, provided that where a participant in a joint venture is certified as both an MBE and a WBE, such amount shall be counted either toward the goal for MBEs or the goal for WBEs, but not both.

4. A. If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre- award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

B. (i) If this Contract is for a master services agreement or other requirements type contract that will result in the issuance of Task Orders that will be individually registered ("Master Services Agreement") and is subject to M/WBE **Participation Goals**, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Participation Requirements for Master Services Agreements That Will Require Individually Registered Task Orders, Part II (page 2) indicating the prospective contractor's certification and required affirmations to make all reasonable good faith efforts to meet participation goals established on each individual Task Order issued pursuant to this Contract, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified **Participation Goals** by soliciting and obtaining the participation of certified MBE and/or WBE firms. In the event that the Schedule B indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals** that may be established on Task Orders issued pursuant to this Contract, the bid or proposal, as applicable, shall be deemed nonresponsive.

(ii) **Participation Goals** on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If **Participation Goals** have been established on a Task Order, a contractor shall be required to submit a Schedule B – M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. The contractor must engage in good faith efforts to meet the **Participation Goals** as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.

5. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multiyear contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must**

identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work. In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the firms' commencement of work. A list of MBE and WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

7. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to,: the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where applicable, hired by any of the Contractor's direct subcontractors; and the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment: the total amount it paid to subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE, the work performed by, and the dates and amounts paid to each.

8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's **M/WBE** Utilization Plan, Agency shall take appropriate action, in accordance with Section 6-129 and Article II below, unless the Contractor has obtained a modification of its **M/WBE** Utilization Plan in accordance with Section 6-129 and Part A, Section 11 below.

9. Where an **M/WBE** Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds the greater of 10 percent of the Contract or Task Order, as applicable, or $500,000, Agency shall review the scope of work for the Contract or Task Order, as applicable, and the scale and types of work involved in the change order, and determine whether the **Participation Goals** should be modified.

10. Pre-award waiver of the **Participation Goals**. (a) A bidder or proposer, or contractor with respect to a Task Order, may seek a pre-award full or partial waiver of the **Participation Goals** in accordance with Section 6-129, which requests that Agency change one or more **Participation Goals** on the grounds that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, or by demonstrating that it has legitimate business reasons for proposing a lower level of subcontracting in its M/WBE Utilization Plan.

(b) To apply for a full or partial waiver of the **Participation Goals**, a bidder, proposer, or contractor, as applicable, must complete Part III (Page 5) of Schedule B and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at poped@ddc.nyc.gov or via facsimile at (718) 391-1886. Bidders, proposers, or contractors, as applicable, who have submitted requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

(c) If the Agency determines that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, it shall revise the solicitation and extend the deadline for bids and proposals, or revise the Task Order, as applicable.

(d) Agency may grant a full or partial waiver of the **Participation Goals** to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate

business reasons for proposing the level of subcontracting in its **M/WBE** Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the **Participation Goals**. In making such determination, Agency may consider whether the **M/WBE** Utilization Plan is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, whether the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.

11. Modification of **M/WBE** Utilization Plan. (a) A Contractor may request a modification of its **M/WBE** Utilization Plan after award of this Contract. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its M/WBE Utilization Plan as part of its bid submission**. The Agency may grant a request for Modification of a Contractor's **M/WBE** Utilization Plan if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the **Participation Goals.** In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

(i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
(ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
(iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
(iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the M/WBE Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;
(v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
(vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
(vii) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;
(viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

Agency's M/WBE officer shall provide written notice to the Contractor of the determination.

(b) The Agency may modify the **Participation Goals** when the scope of the work has been changed by the Agency in a manner that affects the scale and types of work that the Contractor indicated in its **M/WBE** Utilization Plan would be awarded to subcontractors.

12. If this Contract is for an indefinite quantity of construction, standard or professional services or is a requirements type contract and the Contractor has submitted an **M/WBE** Utilization Plan and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Participation Goals**, the Contractor will not be deemed in violation of the M/WBE Program requirements for this Contract with regard to any work which was intended to be subcontracted to an MBE and/or WBE to the extent that the Agency has determined that such work is not needed.

13. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, at least once annually during the term of the Contract or Task Order, as applicable, Agency shall review the Contractor's progress toward attainment of its M/WBE Utilization Plan, including but not limited to, by reviewing the percentage of work the Contractor has actually awarded to MBE and/or WBE subcontractors and the payments the Contractor made to such subcontractors.

14. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

PART B: MISCELLANEOUS

1. The Contractor shall take notice that, if this solicitation requires the establishment of an **M/WBE** Utilization Plan, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See §6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the **M/WBE** Utilization Plan.

2. Pursuant to DSBS rules, construction contracts that include a requirement for an **M/WBE** Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Section 6-108.1 of the Administrative Code of the City of New York.

3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and/or WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and/or WBEs in contracts.

4. Prospective contractors are encouraged to enter into qualified joint venture agreements with MBEs and/or WBEs as defined by Section 6-129(c)(30).

5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE Program requirements set forth herein and the pertinent provisions of Section 6-129, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE Program requirements of this Contract and pertinent provisions of Section 6-129, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of MBEs and/or WBEs to meet the required **Participation Goals**.

ARTICLE II. ENFORCEMENT

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.

2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any **M/WBE** Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering the Contractor an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.

3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to, any **M/WBE** Utilization Plan, Agency may determine that one of the following actions should be taken:

(a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
(b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
(c) making a finding that the Contractor is in default of the Contract;
(d) terminating the Contract;
(e) declaring the Contractor to be in breach of Contract;
(f) withholding payment or reimbursement;
(g) determining not to renew the Contract;
(h) assessing actual and consequential damages;
(i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;

(j) exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or

(k) taking any other appropriate remedy.

4. If an **M/WBE** Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to fulfill its **Participation Goals** contained in its **M/WBE** Utilization Plan or the **Participation Goals** as modified by Agency pursuant to Article I, Part A, Section 11, Agency may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of work required to be awarded to MBE and/or WBE firms to meet the **Participation Goals** and the dollar amount the Contractor actually awarded and paid, and/or credited, to MBE and/or WBE firms. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the **Participation Goals**, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty. Agency may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6- 129, Agency shall notify the Commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE and/or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

7. The Contractor's record in implementing its **M/WBE** Utilization Plan shall be a factor in the evaluation of its performance. Whenever Agency determines that a Contractor's compliance with an **M/WBE** Utilization Plan has been unsatisfactory, Agency shall, after consultation with the City Chief Procurement Officer, file an advice of caution form for inclusion in VENDEX as caution data.

ATTACHMENT 3
SUPPLY AND SERVICES REPORT

Supply and Services Report: If the bid is $1,000,000 or more, the bidder must complete and submit the Construction Employment Report set forth on the following pages.

The City of New York Department of Small Business Services
Division of Labor Services Contract Compliance Unit
110 William Street, New York, New York 10038
Phone: (212) 513 – 6323
Fax: (212) 618-8879

SUPPLY AND SERVICES EMPLOYMENT REPORT

GENERAL INFORMATION

1. Your contractual relationship in this contract is:
   Prime contractor_____ Subcontractor_____

2. This Employment Report is for:
   Headquarters_____ Operating Facility_____

3. Would your firm like information on how to certify with the City of New York as a:

   ___Minority Owned Business Enterprise
   ___Women Owned Business Enterprise
   ___Disadvantaged Business Enterprise
   ___Locally based Business Enterprise
   ___Emerging Business Enterprise

3a. If you are certified as an **MBE**, **WBE**, **LBE, EBE** or **DBE**, what city/state agency are you certified with? _____ Are you DBE certified? Yes ____ No ____

4. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities: Yes___ No___

5. Are you a Union contractor? Yes ____ No ____ If yes, please list which local(s) you affiliated with_____

6. Are you a Veteran owned company? Yes ____ No ____

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

7. _____
   Employer Identification Number or Federal Tax I.D./ E-mail Address

8. _____
   Company Name

9. _____
   Facility Address and Zip Code

10. _____
    Chief Operating Officer Telephone Number

11. _____
    Designated Equal Opportunity Compliance Officer Telephone Number
    (Or name of person to contact concerning this report)

FOR OFFICIAL USE ONLY: File No._____

12. _____
Name of Prime Contractor and Contact Person
(If same as Item #8, write "same")

13. Number of employees at this facility (location): _____

14. Industry code: _____

15. Contract information:

(a) _____
Contracting Agency (City Agency)

(b) _____
Contract Amount

(c) _____
Procurement Identification Number (PIN)

(d) _____
Contract Registration Number (CT#)

(e) _____
Projected Commencement Date

(f) _____
Projected Completion Date

(g) Description of contract:

_____

_____

16. List each of the firm's facilities, with addresses and the number of employees where this contract or parts of this contract will be performed. See instructions.

_____

_____

_____

17. Is any or part of this contract, in an amount exceeding $100,000 to be performed by a subcontractor? Yes___ No___ Not known at this time___

If yes, please submit list the name(s) and address(es) of the subcontractor(s), and either attach a copy of their Employment Report(s) or have them submit directly to the contracting agency. If subcontractors are unknown at this time, see the instructions for subcontractor submissions.

_____

_____

_____

18. Has the Division of Labor Services (DLS) within the past 36 months issued a Certificate of Approval or Administrative Certificate of Compliance to your firm for the facility(ies) involved in the performance of this contract? Yes___ No___

If yes, attach a copy of certificate.

19. Has DLS within the past three months reviewed an Employment Report submission for your firm and issued a Conditional Certificate of Approval or a Conditional Administrative Certificate of Compliance? Yes___ No___

If yes, attach a copy of certificate.

NOTE: DLS WILL NOT ISSUE A CONTINUED CERTIFICATE OF APPROVAL IN CONNECTION WITH THIS CONTRACT UNLESS THE REQUIRED CORRECTIVE ACTIONS IN PRIOR CONDITIONAL CERTIFICATES OF APPROVAL HAVE BEEN TAKEN.

20. Has an Employment Report already been submitted for a different contract (not covered by this Employment Report) for which you have not yet received compliance certificate and includes the facility(ies) listed here? Yes___ No___

    If yes,

    Date submitted: _____
    Agency to which submitted: _____
    Name of Agency Person: _____
    Contract No: _____
    Telephone: _____

21. Has your company in the past 36 months been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP)? Yes___ No___

    If yes,

    (a) Name and address of OFCCP office.

    _____
    _____

    (b) Was a Certificate of Equal Employment Compliance issued within the past 36 months? Yes___ No___

    If yes, attach a copy of such certificate.

    (c) Were any corrective actions required or agreed to? Yes___ No___

    If yes, attach a copy of such requirements or agreements.

    (d) Were any deficiencies found? Yes___ No___

    If yes, attach a copy of such findings.

22. Is your company or its affiliates a member or members of an employers' trade association which is responsible for negotiating collective bargaining agreements (CBA) which affect construction site hiring? Yes___ No___

    If yes, attach a list of such associations and all applicable CBA's.

PART II: DOCUMENTS REQUIRED

23. For the following policies or practices, attach the relevant documents (e.g., printed booklets, brochures, manuals, memoranda, etc.). If the policy(ies) are unwritten, attach a full explanation of the practices. See instructions.

___ (a) Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)

___ (b) Disability, life, other insurance coverage/description

___ (c) Employee Policy/Handbook

___ (d) Personnel Policy/Manual

___ (e) Supervisor's Policy/Manual

___ (f) Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered

___ (g) Collective bargaining agreement(s).

___ (h) Employment Application(s)

___ (i) Employee evaluation policy/form(s).

___ (j) Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy?

24. To comply with the Immigration Reform and Control Act of 1986 when <u>and of whom</u> does your firm require the completion of an I-9 Form?

(a) Prior to job offer	Yes___	No___
(b) After a conditional job offer	Yes___	No___
(c) After a job offer	Yes___	No___
(d) Within the first three days on the job	Yes___	No___
(e) To some applicants	Yes___	No___
(f) To all applicants	Yes___	No___
(g) To some employees	Yes___	No___
(h) To all employees	Yes___	No___

25. Explain where and how completed I-9 Forms, with their supportive documentation, are maintained and made accessible.

_____

_____

26. Does your firm or any of its collective bargaining agreements require job applicants to take a medical examination? Yes _____ No _____

If yes, is the medical examination given:

(a) Prior to a job offer	Yes___	No___
(b) After a conditional job offer	Yes___	No___
(c) After a job offer	Yes___	No___
(d) To all applicants	Yes___	No___
(e) Only to some applicants	Yes___	No___

If yes, list for which applicants below and attach copies of all medical examination or questionnaire forms and instructions utilized for these examinations.

_____

_____

27. Do you have a written equal employment opportunity (EEO) policy? Yes___ No___

If yes, list the document(s) and page number(s) where these written policies are located.

_____

_____

28. Does the company have a current affirmative action plan(s) (AAP)?
If yes, for which of the following groups?
___Minorities and Women
___Individuals with handicaps
___Other. Please specify _____

29. Does your firm or collective bargaining agreement(s) have an internal grievance procedure with respect to EEO complaints? Yes___ No___

If yes, please attach a copy of this policy.

If no, attach a report detailing your firm's unwritten procedure for handling EEO complaints.

30. Has any employee, within the past three years, filed a complaint pursuant to an internal grievance procedure or with any official of your firm with respect to equal employment opportunity? Yes___ No___

If yes, attach an internal complaint log. See instructions.

31. Has your firm, within the past three years, been named as a defendant (or respondent) in any administrative or judicial action where the complainant (plaintiff) alleged violation of any anti-discrimination or affirmative action laws? Yes___ No___

If yes, attach a log. See instructions.

32. Are there any jobs for which there are physical qualifications? Yes___ No___

If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).

_____

_____

33. Are there any jobs for which there are age, race, color, national origin, sex, creed, disability, marital status, sexual orientation, or citizenship qualifications? Yes___ No___

If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).

_____

_____

34. Please check below whether the following policies and practices apply to the job categories listed:

Job Category	Job Description	Promote from Within	External Hire	Job Posting	On-the-Job Training
Managers					
Professional					
Technicians					
Sales Worker					
Clericals					
Operatives/Laborers					
Service Workers					

35. FOR CONTRACTORS EMPLOYING 150 OR MORE EMPLOYEES: Please indicate below the relevant geographic recruitment or labor market area(s) (i.e. nation, specific county or specific metropolitan, statistical area) for each job category employed at this facility.

Job Category	Relevant Geographic Recruitment or Labor Market Area(s)
Managers	
Professional	
Technicians	
Sales Worker	
Clericals	
Operatives/Laborers	
Service Workers	

IF YOU EMPLOY LESS THAN 150 EMPLOYEES: Please indicate below. Contractors with less than 150 employees do not need to complete Part III.

☐ I certify that there are fewer than 150 people at the facilities listed in this Employment Report.

SIGNATURE PAGE

I, (print name of authorized official signing)_____ hereby certify that the information submitted herewith is true and complete to the best of my knowledge and belief and submitted with the understanding that compliance with New York City's equal employment requirements, as contained in Chapter 56 of the City Charter, Executive Order No. 50 (1980), as amended, and the implementing Rules and Regulations, is a contractual obligation.

_____

Contractor's Name

_____

Name of person who prepared this Employment Report Title

_____

Name of official authorized to sign on behalf of the contractor Title

_____

Telephone Number

_____

Signature of authorized official Date

Willful or fraudulent falsifications of any data or information submitted herewith may result in the termination of the contract between the City and the bidder or contractor and in disapproval of future contracts for a period of up to five years. Further, such falsification may result in civil and/and or criminal prosecution.

To the extent permitted by law and consistent with the proper discharge of DLS' responsibilities under Charter Chapter 56 of the City Charter and Executive Order No. 50 (1980) and the implementing Rules and Regulations, all information provided by a contractor to DLS shall be confidential.

Only original signatures accepted.

Sworn to before me this _____ day of _____ 20 _____

_____

Notary Public Authorized Signature Date

FOR OFFICIAL USE ONLY: File No._____

The City of New York Department of Small Business Services
Division of Labor Services Contract Compliance Unit
110 William Street, New York, New York 10038
Phone: (212) 513 – 6323
Fax: (212) 618-8879

Date _____ **File Number** _____

LESS THAN 50 EMPLOYEES CERTIFICATE
(Supply and Services Contracts Only)

Your contractual relationship in this contract is: Prime contractor_____ Subcontractor_____

Are you currently certified as one of the following? Please check yes or no:

MBE Yes ___No ___ WBE Yes ___No ___ LBE Yes ___No ___

DBE Yes___No___ EBE Yes ___ No ___

If you are certified as an MBE, WBE, LBE, EBE or DBE, what city/state agency are you certified with?

_____

Please check one of the following if your firm would like information on how to certify with the City of New York as a:

___Minority Owned Business Enterprise ___Locally based Business Enterprise

___Women Owned Business Enterprise ___Emerging Business Enterprise

___Disadvantaged Business Enterprise

_____
Company Name Employer Identification Number or Federal Tax I.D

_____
Company Address and Zip Code E-Mail Address

_____
Chief Operating Officer Telephone Number

_____
Prime Contractor (if Subcontractor) Contact Person Contracting Agency

Description of proposed contract:_____
_____
_____

Are you a Union contractor? Yes ____ No ____ If yes, please list which local(s) you affiliated with

_____

Are you a Veteran owned company? Yes ____ No ____

Revised 8/13
FOR OFFICIAL USE ONLY: File No._____

Procurement Identification Number (PIN)

Contract Registration Number (CT#)

Block and Lot Number
(ICIP/ICAP projects only)

Contract Amount

I, (print name of authorized official signing)_____ hereby certify that I am authorized by the above-named contractor to certify that said contractor currently employs_____people. This affirmation is made in accordance with NYC Charter Chapter 56, Executive Order No. 50 (1980) and the implementing Rules.

Willful or fraudulent falsifications of any data or information submitted herewith may result in the termination of the contract between the City and the bidder or contractor and in disapproval of future contracts for a period of up to five years. Further, such falsification may result in civil and/and or criminal prosecution.

Signature of authorized official | Title | Date

Only original signatures accepted.

Sworn to before me this _____ day of _____ 20 _____

Notary Public | Authorized Signature | Date

FOR OFFICIAL USE ONLY: File No._____

FMS ID: PW335BS12

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PROGRAM MANAGEMENT

30-30 THOMSON AVENUE LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000 WEBSITE www.nyc.gov/buildnyc

Department of Design and Construction

Contract for Furnishing all Labor and Material Necessary and Required for:

BULK SAMPLING AND LABORATORY TESTING IN CONJUNCTION WITH ASBESTOS AND LEAD ABATEMENT AND THE ASSESSMENT OF MOLD WITHIN THE FIVE BOROUGHS OF NEW YORK CITY

LOCATED AT VARIOUS ADDRESSES
IN ALL BOROUGHS OF
THE CITY OF NEW YORK

_____
Contractor

Dated _____ , 20 _____

Entered in the Comptroller's Office

_____
First Assistant Bookkeeper

Dated _____ , 20 _____

Department of
Design and
Construction

PROJECT NO. PW335BS12
THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PROGRAM MANAGEMENT
SAFETY AND SITE SUPPORT
OFFICE OF ENVIRONMENTAL & GEOTECHNICAL SERVICES
30-30 THOMSON AVENUE
LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE NUMBER (718) 391-1000
WEBSITE www.nyc.gov/buildnyc

INFORMATION FOR BIDDERS, AGREEMENT, AND SCOPE OF SERVICES

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

BULK SAMPLING AND LABORATORY TESTING IN CONJUNCTION WITH ASBESTOS AND LEAD ABATEMENT AND THE ASSESSMENT OF MOLD WITHIN THE FIVE BOROUGHS OF NEW YORK CITY

VOLUME 2 OF 2

PREPARED BY: **THE DIVISION OF PROGRAM MANAGEMENT**
SAFETY AND SITE SUPPORT
OFFICE OF ENVIRONMENTAL &
GEOTECHNICAL SERVICES

JANUARY 2016

6-121

Notice to Bidders

Compliance with HireNYC and Reporting Requirements

The Hiring and Employment Rider shall apply to contracts valued at $1 million or more for all goods, services and construction except human services contracts that are subject to the Public Assistance Hiring Commitment Rider. The Rider describes the Hire NYC process and obligations, including reporting requirements throughout the life of the contract. The Hire NYC process requires contractors to enroll with the Hire NYC system within thirty days after the registration of the contract subject to this solicitation, to provide information regarding all entry to mid-level job opportunities arising from this contract and located in New York City, and to agree to interview qualified candidates from HireNYC for those opportunities. The Rider also includes reporting requirements unrelated to HireNYC.

PAID SICK LEAVE LAW CONTRACT RIDER

Introduction and General Provisions

The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.[1] Contractors of the City of New York or of other governmental entities may be required to provide sick time pursuant to the PSLL.

The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City's Department of Consumer Affairs ("DCA"); DCA's rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York ("Rules").

Contractor agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this agreement. Contractor further acknowledges that such compliance is a material term of this agreement and that failure to comply with the PSLL in performance of this agreement may result in its termination.

Contractor must notify the Agency Chief Contracting Officer of the City agency or other entity with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this agreement. Additionally, Contractor must cooperate with DCA's education efforts and must comply with DCA's subpoenas and other document demands as set forth in the PSLL and Rules.

The PSLL is summarized below for the convenience of Contractor. Contractor is advised to review the PSLL and Rules in their entirety. On the website www.nyc.gov/PaidSickLeave there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which Contractor can get more information about how to comply with the PSLL. Contractor acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

Pursuant to the PSLL and the Rules:

Applicability, Accrual, and Use

An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its "calendar year" pursuant to the PSLL ("Year") must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must

[1] Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code §20-912(g), such employer has the option of providing such employees uncompensated sick time.

be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than forty hours of sick time to an employee in any Year.

An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per day. In addition, an employee may carry over up to forty hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first day of such Year.

An employee entitled to sick time pursuant to the PSLL may use sick time for any of the following:

- such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
- such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- closure of such employee's place of business by order of a public official due to a public health emergency; or
- such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSLL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSLL must be treated by the employer as confidential.

If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

Exemptions and Exceptions

Notwithstanding the above, the PSLL does not apply to any of the following:

- an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;
- an employee covered by a valid collective bargaining agreement in effect on April 1, 2014 until the termination of such agreement;
- an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;
- an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;
- an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;
- an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;
- an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or
- a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

Retaliation Prohibited

An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSLL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLL.

Notice of Rights

An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml.

Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed fifty dollars for each employee who was not given appropriate notice.

Records

An employer must retain records documenting its compliance with the PSLL for a period of at least three years, and must allow DCA to access such records in furtherance of an investigation related to an alleged violation of the PSLL.

Enforcement and Penalties

Upon receiving a complaint alleging a violation of the PSLL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 days of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSLL has occurred, it has the right to issue a notice of violation to the employer.

DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSLL civil penalties not to exceed $500 for a first violation, $750 for a second violation within two years of the first violation, and $1,000 for each succeeding violation within two years of the previous violation.

More Generous Polices and Other Legal Requirements

Nothing in the PSLL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSLL provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSLL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

CITY OF NEW YORK

DEPARTMENT OF
DESIGN AND CONSTRUCTION

INFORMATION FOR BIDDERS

MARCH 2013

INFORMATION FOR BIDDERS

1. Description and Location of Work: The description and location of the work for which bids are requested are specified in Attachment 1, "Bid Information". Attachment 1 is included in the Bid Booklet.

2. Time and Place for Receipt of Bids: Sealed bids shall be received on or before the date and hour specified in Attachment 1, at which time they will be publicly opened and read aloud in the presence of the Commissioner or his/her representative, and any bidders who may desire to be present.

3. Definitions: The definitions set forth in the Procurement Policy Board Rules shall apply to this Invitation For Bids.

4. Invitation For Bids and Contract Documents

(A) Except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of the Contract and the Invitation for Bids. The items listed below shall be deemed to be part of the Contract:

(1) Notice of Solicitation and Proposal for Bids
(2) Information for Bidders
(3) Bid or Proposal
(4) Contract, including the Exhibits set forth in the Contract
(5) All Addenda issued by the Commissioner prior to the receipt of bids
(6) All provisions required by law to be inserted in this Contract, whether actually inserted or not
(7) Notice of Award

(B) For particulars as to this procurement, including quantity and quality of the purchase, extent of the work or labor to be performed, delivery and performance schedule, and any other special instructions, prospective bidders are referred to the Invitation For Bids Documents. A copy of such documents can be obtained at the location set forth in Attachment 1.

(C) Deposit for Copy of Invitation For Bids Documents: Prospective bidders may obtain a copy of the Invitation For Bids Documents by complying with the conditions set forth in the Notice of Solicitation. The deposit must be in the form of a check or money order made payable to the City of New York and drawn upon a state or national bank or trust company, or a check of such bank or trust company signed by a duly authorized officer thereof.

(D) Return of Invitation For Bids Documents: All Invitation For Bids Documents must be returned to the Department upon request. If the bidder elects not to submit a bid thereunder, the Invitation For Bids Documents shall be returned to the Department, along with a statement that no bid will be submitted.

(E) Return of Deposit: Such deposit will be returned within 30 days after the award of the contract or the rejection of all bids as set forth in the advertisement, provided the Invitation For Bids Documents are returned to the location specified in Attachment 1, in physical condition satisfactory to the Commissioner.

(F) Additional Copies: Additional copies of the Invitation For Bids Documents may be obtained, subject to the conditions set forth in the advertisement for bids.

5. Pre-Bid Conference: A pre-bid conference shall be held as set forth in Attachment 1. Nothing stated at the pre-bid conference shall change the terms or conditions of the Invitation For Bids Documents, unless a change is made by written amendment as provided in Section 9 below. Failure to attend a mandatory pre-bid conference shall constitute grounds for the rejection of the bid.

6. Agency Contact: Any questions or correspondence relating to this bid solicitation shall be addressed to the Agency Contact person specified in Attachment 1.

7. Bidder's Oath

(A) The bid shall be properly signed by an authorized representative of the bidder and the bid shall be verified by the written oath of the authorized representative who signed the bid, that the several matters stated and information

furnished therein are in all aspects true.

(B) A materially false statement willfully or fraudulently made in connection with the bid or any of the forms completed and submitted with the bid may result in the termination of any Contract between the City and the Bidder. As a result, the Bidder may be barred from participating in future City contracts as well as be subject to possible criminal prosecution.

8. Section Not Used

9. Examination of Proposed Contract

(A) Request for Interpretation or Correction: Prospective bidders must examine the Contract Documents carefully and before bidding must request the Commissioner in writing for an interpretation or correction of every patent ambiguity, inconsistency or error therein which should have been discovered by a reasonably prudent bidder. Such interpretation or correction, as well as any additional contract provisions the Commissioner may decide to include, will be issued in writing by the Commissioner as an addendum to the Contract, which will be transmitted to each person recorded as having received a copy of the Contract Documents from the Department. Transmission of such addendum will be by mail, e-mail, facsimile or hand delivery. Such addendum will also be posted at the place where the Contract Documents are available for the inspection of prospective bidders. Upon transmission as provided for herein, such addendum shall become a part of the Contract Documents, and binding on all bidders, whether or not actual notice of such addendum is shown.

(B) Only Commissioner's Interpretation or Correction Binding: Only the written interpretation or correction so given by the Commissioner shall be binding, and prospective bidders are warned that no other officer, agent or employee of the City is authorized to give information concerning, or to explain or interpret, the Contract.

(C) Documents given to a subcontractor for the purpose of soliciting the subcontractor's bid shall include either a copy of the bid cover sheet or a separate information sheet setting forth the project name, the Contract number (if available), the contracting agency and the Project's location.

10. Form of Bid: Each bid must be submitted upon the prescribed form and must contain: a) the name, residence and place of business of the person or persons making the same; b) the names of all persons interested therein, and if no other person is so interested, such fact must be distinctly stated; c) a statement to the effect that it is made without any connection with any other person making a bid for the same purpose and that it is in all respects fair and without collusion or fraud; d) a statement that no Council member or other officer or employee or person whose salary is payable in whole or part from the City Treasury is directly or indirectly interested therein or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof; e) a statement that the bidder is not in arrears to the City or to any agency upon a debt or contract or taxes, and is not a defaulter as surety or otherwise upon any obligation to the City to any agency thereof, except as set forth in the bid.

THE BID SHALL BE TYPEWRITTEN OR WRITTEN LEGIBLY IN INK. THE BID SHALL BE SIGNED IN INK. ERASURES OR ALTERATIONS SHALL BE INITIALED BY THE SIGNER IN INK. FAILURE TO CONFORM TO THE REQUIREMENTS OF THIS SECTION 10 SHALL RESULT IN THE REJECTION OF THE BID.

11. Irrevocability of Bid: The prices set forth in the bid cannot be revoked and shall be effective until the award of the Contract, unless the bid is withdrawn as provided for in Sections 15 and 18 below.

12. Acknowledgment of Amendments: The receipt of any amendment to the Contract Documents shall be acknowledged by the bidder in its bid submission.

13. Bid Samples and Descriptive Literature: Bid samples and descriptive literature shall not be submitted by the bidder, unless expressly requested elsewhere in the Contract or Contract Documents. Any unsolicited bid samples or descriptive literature which are submitted shall not be examined or tested and shall not be deemed to vary any of the provisions of this Contract.

14. Proprietary Information/Trade Secrets

(A) The bidder shall identify those portions of the bid which it deems to be confidential, proprietary information or trade secrets, and provide justification why such materials shall not be disclosed by the City. All such

materials shall be clearly indicated by stamping the pages on which such information appears, at the top and bottom thereof with the word "Confidential". Such materials stamped "Confidential" must be easily separable from the non-confidential sections of the bid.

(B) All such materials so indicated shall be reviewed by the Agency and any decision not to honor a request for confidentiality shall be communicated in writing to the bidder. For those bids which are unsuccessful, all such confidential materials shall be returned to the bidder. Prices, makes and model or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available after bid opening, regardless of any designation of confidentiality made by the bidder.

15. Pre-Opening Modification or Withdrawal of Bids: Bids may be modified or withdrawn by written notice received in the office designated in Attachment 1, before the time and date set for the bid opening. If a bid is withdrawn in accordance with this Section, the bid security, if any, shall be returned to the bidder.

16. Bid Evaluation and Award: In accordance with the New York City Charter, the Procurement Policy Board Rules and the terms and conditions of this Invitation For Bids, this Contract shall be awarded, if at all, to the responsible bidder whose bid meets the requirements and evaluation criteria set forth in the Invitation For Bids, and whose bid price is either the most favorable bid price or, if the Invitation For Bids so states, the most favorable evaluated bid price. A bid may not be evaluated for any requirement or criterion that is not disclosed in the Invitation For Bids.

Restriction: No negotiations with any bidder shall be allowed to take place except under the circumstances and in the manner set forth in Section 21. Nothing in this Section shall be deemed to permit a contract award to a bidder submitting a higher quality item than that designated in the Invitation For Bids, if that bid is not also the most favorable bid.

17. Late Bids, Late Withdrawals and Late Modifications: Any bid received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. Any request for withdrawal or modification received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. The exception to this provision is that a late modification of a successful bid that makes the bid terms more favorable to the City shall be considered at any time it is received.

18. Withdrawal of Bids: Except as provided for in Section 15, above, a bidder may not withdraw its bid before the expiration of forty-five (45) days after the date of the opening of bids; thereafter, a bidder may withdraw its bid only in writing and in advance of an actual award. If within sixty (60) days after the execution of the Contract, the Commissioner fails to fix the date for commencement of work by written notice to the bidder, the bidder, at his option, may ask to be relieved of his obligation to perform the work called for by written notice to the Commissioner. If such notice is given to the Commissioner, and the request to withdraw is granted, the bidder waives all claims in connection with this Contract.

19. Mistake in Bids

(A) Mistake Discovered Before Bid Opening: A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided in Section 15 above.

(B) Mistakes Discovered Before Award

(1) In accordance with General Municipal Law (Section 103, subdivision 11), where a unilateral error or mistake is discovered in a bid, such bid may be withdrawn upon written approval of the Agency Chief Contracting Officer if the following conditions are met:

(a) The mistake is known or made known to the agency prior to the awarding of the Contract or within 3 days after the opening of the bid, whichever period is shorter; and
(b) The price bid was based upon an error of such magnitude that enforcement would be unconscionable; and
(c) The bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and
(d) The error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid, which unintentional arithmetic error pr unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and

(e) It is possible to place the agency in the same position as existed prior to the bid.

(2) Unless otherwise required by law, the sole remedy for a bid mistake in accordance with this Article shall be withdrawal of the bid, and the return of the bid bond or other security, if any, to the bidder. Thereafter, the agency may, in its discretion, award the Contract to the next lowest bidder or rebid the Contract. Any amendment to or reformation of a bid or a Contract to rectify such an error or mistake therein is strictly prohibited.

(3) If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be corrected are typographical errors, errors in extending unit prices, transposition errors and arithmetical errors.

20. Low Tie Bids

(A) When two or more low responsive bids from responsible bidders are identical in price, meeting all the requirements and criteria set forth in the Invitation For Bids, the Agency Chief Contracting Officer will break the tie in the following manner and order of priority:

(1) Award to a certified New York City small, minority or woman-owned business entity bidder;
(2) Award to a New York City bidder;
(3) Award to a certified New York State small, minority or woman-owned business bidder;
(4) Award to a New York State bidder.

(B) If two or more bidders still remain equally eligible after application of paragraph (A) above, award shall be made by a drawing by lot limited to those bidders. The bidders involved shall be invited to attend the drawing. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.

21. Rejection of Bids

(A) Rejection of Individual Bids: The Agency may reject a bid if:

(1) The bidder fails to furnish any of the information required pursuant to Section 24 or 28 hereof; or if
(2) The bidder is determined to be not responsible pursuant to the Procurement Policy Board Rules; or if
(3) The bid is determined to be non-responsive pursuant to the Procurement Policy Board Rules; or if
(4) The bid, in the opinion of the Agency Chief Contracting Officer, contains unbalanced bid prices and is thus non-responsive, unless the bidder can show that the prices are not unbalanced for the probable required quantity of items, or if the imbalance is corrected pursuant to Section 15.

(B) Rejection of All Bids: The Agency, upon written approval by the Agency Chief Contracting Officer, may reject all bids and may elect to resolicit bids if in its sole opinion it shall deem it in the best interest of the City so to do.

(C) Rejection of All Bids and Negotiation With All Responsible Bidders: The Agency Head may determine that it is appropriate to cancel the Invitation For Bids after bid opening and before award and to complete the acquisition by negotiation. This determination shall be based on one of the following reasons:

(1) All otherwise acceptable bids received are at unreasonable prices, or only one bid is received and the Agency Chief Contracting Officer cannot determine the reasonableness of the bid price, or no responsive bid has been received from a responsible bidder; or
(2) In the judgment of the Agency Chief Contracting Officer, the bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith.

(D) When the Agency has determined that the Invitation for Bids is to be canceled and that use of negotiation is appropriate to complete the acquisition, the contracting officer may negotiate and award the Contract without issuing a new solicitation, subject to the following conditions:

(1) Prior notice of the intention to negotiate and a reasonable opportunity to negotiate have been given by the contracting officer to each responsible bidder that submitted a bid in response to the Invitation for Bids;
(2) The negotiated price is the lowest negotiated price offered by a responsible bidder; and
(3) The negotiated price is lower than the lowest rejected bid price of a responsible bidder that submitted a bid

in response to the Invitation for Bids.

22. Right to Appeal Determinations of Non-Responsiveness or Non-Responsibility and Right to Protest Solicitations and Award: The bidder has the right to appeal a determination of non-responsiveness or non-responsibility and has the right to protest a solicitation and award. For further information concerning these rights, the bidder is directed to the Procurement Policy Board Rules.

23. Affirmative Action and Equal Employment Opportunity: This Invitation For Bids is subject to applicable provisions of Federal, State and Local Laws and executive orders requiring affirmative action and equal employment opportunity.

24. VENDEX Questionnaires

(A) Requirement: Pursuant to Administrative Code Section 6-116.2 and the PPB Rules, bidders may be obligated to complete and submit VENDEX Questionnaires. Generally, if this bid is $100,000 or more, or if this bid when added to the sum total of all contracts, concessions and franchises the bidder has received from the City and any subcontracts received from City contractors over the past twelve months, equals or exceeds $100,000, Vendex Questionnaires must be completed. If required, Vendex Questionnaires must be completed and submitted before any award of contract may be made or before approval is given for a proposed subcontractor. Non-compliance with these submission requirements may result in the disqualification of the bid, disapproval of a subcontractor, subsequent withdrawal of approval for the use of an approved subcontractor, or the cancellation of the contract after its award.

(B) Submission: Vendex Questionnaires must be submitted directly to the Mayor's Office of Contract Services, ATTN: Vendex, 253 Broadway, 9th Floor, New York, New York 10007. In addition, the bidder must submit a Confirmation of Vendex Compliance to the agency. A form for this confirmation is set forth in the Bid Booklet.

(C) Obtaining Forms: Vendex Questionnaires, as well as detailed instructions, may be obtained at www.nyc.gov/vendex. The bidder may also obtain Vendex forms and instructions by contacting the Agency Chief Contracting Officer or the contact person for this contract.

25. Complaints About the Bid Process: The New York City Comptroller is charged with the audit of contracts in New York City. Any vendor who believes that there has been unfairness, favoritism or impropriety in the bid process should inform the Comptroller, Office of Contract Administration, One Centre Street, Room 835, New York, New York; telephone number (212) 669-2797.

26. Bid Security: Each bid must be accompanied by bid security in an amount and type specified in Attachment 1 (included in the Bid Booklet). If required, bid security shall assure the City of New York of the adherence of the bidder to its proposal, as well as execution of the Contract by the bidder. Bid security shall be returned to the bidder as follows:

(1) Within ten (10) days after the bid opening, the Comptroller will be notified to return the deposits of all but the three (3) lowest bidders. Within five (5) days after the award, the Comptroller will be notified to return the deposits of the remaining two unsuccessful bidders.
(2) Within five (5) days after the execution of the Contract and acceptance of the Contractor's bonds, the Comptroller will be notified to return the bid security of the successful bidder or, if performance and payment bonds are not required, only after the sum retained under the Contract equals the amount of the bid security.
(3) Where all bids are rejected, the Comptroller will be notified to return the deposit of the three (3) lowest bidders at the time of rejection.

27. Failure to Execute Contract: In the event of failure of the successful bidder to execute the Contract and furnish the required security within ten (10) days after notice of the award of the Contract, the deposit of the successful bidder or so much thereof as shall be applicable to the amount of the award made shall be retained by the City, and the successful bidder shall be liable for and hereby agrees to pay on demand the difference between the price bid and the price for which such Contract shall be subsequently awarded, including the cost of any required reletting and less the amount of such deposit. No plea of mistake in such accepted bid shall be available to the bidder for the recovery of the deposit or as a defense to any action based upon such accepted bid. Further, should the bidder's failure to comply with this Section cause any funding agency, body or group (Federal, State, City, Public, Private, etc.) to terminate, cancel or reduce the funding on this project, the bidder in such event shall be liable also to the City for the amount of actual funding withdrawn by such agency on this project, less the amount of the forfeited deposit.

28. Bidder Responsibilities and Qualifications

(A) Bidders must include with their bids all information necessary for a determination of bidder responsibility, as set forth in the Specifications.

(B) The Agency may require any bidder or prospective bidder to furnish all books of account, records, vouchers, statements or other information concerning the bidder's financial status for examination as may be required by the Agency to ascertain the bidder's responsibility and capability to perform the Contract. If required, a bidder must also submit a sworn statement setting forth such information as the Agency may require concerning present and proposed plant and equipment, the personnel and qualifications of his working organizations, prior experience and performance record.

(C) Oral Examination on Qualifications: In addition thereto, and when directed by the Agency, the bidder, or a responsible officer, agent or employee of the bidder, must submit to an oral examination to be conducted by the Agency in relation to his proposed tentative plan and schedule of operations, and such other matters as the Agency may deem necessary in order to determine the bidder's ability and responsibility to perform the work in accordance with the Contract. Each person so examined must sign and verify a stenographic transcript of such examination noting thereon such corrections as such person may desire to make.

(D) If the bidder fails or refuses to supply any of the documents or information set forth in paragraph (B) hereof or fails to comply with any of the requirements thereof, the Agency may reject the bid.

29. Supply and Service Employment Report: The filing of a completed Supply and Service Employment Report is a requirement of doing business with the City of New York. The required forms and information are included in the Bid Booklet.

30. Section Not Used

31. Insurance Requirements: General Provisions governing the Contract, including insurance coverage the Contractor and its subcontractors are required to provide, are set forth in Appendix A. Appendix A is included as an Exhibit to the Contract. Insurance Requirements are set forth in Article 7 of Appendix A.

32. Section Not Used

33. Unit Price Contracts

(A) Comparison of Bids: Bids on Unit Price Contracts will be compared on the basis of a total estimated price, arrived at by taking the sum of the estimated quantities of such items, in accordance with the Engineer's Estimate of Quantities set forth in the Bid Form, multiplied by the corresponding unit prices, and including any lump sum bids on individual items.

(B) Variations from Engineer's Estimate: Bidders are warned that the Engineer's Estimate of Quantities on the various items of work and materials is approximate only, given solely to be used as a uniform basis for the comparison of bids, and is not be considered part of this contract. The quantities actually required to complete the contract work may be less or more than so estimated, and if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

(C) Overruns: Section not used.

34. Section Not Used

35. Licenses and Permits: The successful bidder will be required to obtain all necessary licenses and permits necessary to perform the work.

36. Section Not Used
37. Section Not Used
38. Section Not Used

39. Comptroller's Certificate: This Contract shall not be binding or of any force unless it is registered by the Comptroller in accordance with Section 328 of the City Charter and the Procurement Policy Board Rules. This Contract shall continue in force only after annual appropriation of funds by the City of New York and certification as hereinabove set forth.

40. Procurement Policy Board Rules: This Invitation For Bids is subject to the Rules of the Procurement Policy Board of the City of New York. In the event of a conflict between said Rules and a provision of this Invitation For Bids, the Rules shall take precedence.

CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION

STANDARD
PROFESSIONAL SERVICE CONTRACT

OCTOBER 2015

THIS AGREEMENT, made and entered into this _____ day of _____ , _____, by and between the City of New York (the "City") acting by and through the Commissioner of the Department of Design and Construction (the "Commissioner") and _____ (the "Consultant"), located at _____.

WITNESSETH:

WHEREAS, the City desires to have the services set forth herein performed on a requirements basis for various Projects, as specified by the Commissioner on a Work Order basis, and

WHEREAS, the Consultant submitted the lowest responsive and responsible bid for the Contract,

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

ARTICLE 1 - Definitions

1.1 "Agreement" shall mean the various documents that constitute the contract between the Consultant and the City, including (1) Notice of Solicitation, (2) Bid Documents, (3) all Addenda issued by the Commissioner prior to the receipt of bids, (4) Bid submitted by the Consultant, (5) Work Orders issued to the Consultant, and (6) Contract issued with the Bid Documents, including the Exhibits set forth below. Exhibits C and D were submitted by the Consultant as its bid for the Contract.

Exhibit A:	Contract Information
Exhibit B:	Budget Director's Certificate
Exhibit C:	All Inclusive Hourly Rates
Exhibit D:	Testing Services and Unit Prices
Exhibit E:	Schedule B: M/WBE Utilization Plan
Exhibit F:	Appendix A: General Provisions Governing Contracts for Consultants, Professional, Technical, Human and Client Services

1.2 "Agency" shall mean a city, county, borough or other office, position, department, division, Office, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the City treasury.

1.3 "Agency Chief Contracting Officer" or "ACCO" shall mean the position delegated authority by the Agency Head to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the City Chief Procurement Officer.

1.4 "City" shall mean the City of New York.

1.5 "City Chief Procurement Officer" or "CCPO" shall mean the position delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCOs.

1.6 "Commissioner" or "Agency Head" shall mean the head of the Department or his or her duly authorized representative. The term "duly authorized representative" shall include any person or persons acting within the limits of his or her authority.

1.7 "Commissioner's Representative" shall mean the Assistant Commissioner designated by the Commissioner or any successor or alternate representative designated by the Commissioner.

1.8 "Comptroller" shall mean the Comptroller of the City of New York, his/her successors, or duly authorized representatives.

1.9 "Consultant" or "Contractor" shall mean the entity entering into this Agreement with the Department.

1.10 "Contract" or "Contract Documents" shall mean the Agreement referred to in Paragraph 1.1 of this Article.

1.11 "Days" shall mean calendar days unless otherwise specifically noted to mean business days.

1.12 "DDC OEGS" shall mean the DDC Office of Environmental and Geotechnical Services.

1.13 "Department" or "DDC" shall mean the Department of Design and Construction of the City of New York acting by and through the Commissioner thereof, or his/her duly authorized representative.

1.14 "Director" shall mean the Director of the DDC Office of Environmental and Geotechnical Services. For the purpose of this Contract, the Director is the duly authorized representative of the Commissioner.

1.15 "Drawings" shall mean all graphic or written illustrations, descriptions, explanations, directions, requirements and standards of performance applied to the construction work.

1.16 "Government Entity" shall mean the United States, the State and City of New York, and any and every agency, department, court, commission, or other instrumentality or political subdivision of government of any kind whatsoever, now existing or hereafter created.

1.17 "Law" or "Laws" shall mean the New York City Charter ("Charter"), the New York City Administrative Code ("Admin. Code"), a local rule of the City of New York, the Constitutions of the United States and the State of New York, a statute of the United States or of the State of New York and any ordinance, rule or regulation having the force of law and adopted pursuant thereto, as amended, and common law.

1.18 "Mayor" shall mean the Mayor of the City of New York, his/her successors or duly authorized representatives.

1.19 "Modification" shall mean any written amendment of this Agreement signed by both the Department and the Consultant.

1.20 "Procurement Policy Board" or "PPB" shall mean the board established pursuant to Charter § 311 whose function is to establish comprehensive and consistent procurement policies and rules which have broad application throughout the City.

1.21 "PPB Rules" shall mean the rules of the Procurement Policy Board as set forth in Title 9 of the Rules of the City of New York ("RCNY"), § 1-01 et seq.

1.22 "Project" shall mean the Project for which the services set forth in Exhibit A are required, as specified by the Commissioner on a Work Order basis.

1.23 "Safety Standards" shall mean all laws, union rules and trade or industry custom or codes of any kind whatsoever, in effect from the date of this Agreement through Final Acceptance of the construction work, pertaining to worker safety and accident prevention applicable to the Project and/or the construction work (including, but not limited to, rules, regulations and standards adopted pursuant to the Occupational Safety and Health Act of 1970, as amended from time to time).

1.24 "Shop Drawing" shall mean any and all drawings, diagrams, layouts, explanations, illustrations, manufacturer's drawings or other written or graphic materials which illustrate any portion of the construction work.

1.25 "Site(s)" shall mean the area(s) upon or in which the construction work for the Project is carried on, and such other areas adjacent thereto as may be designated by the Commissioner.

1.26 "Specifications" shall mean all of the directions, requirements and standards of performance applied to the construction work.

1.27 "State" shall mean the State of New York.

1.28 "Subconsultant" or "Subcontractor" shall mean any person, firm, or corporation, other than employees of the Consultant, who or which contracts with the Consultant or his subconsultants to furnish, or actually furnishes services, labor, or labor and materials, or labor and equipment hereunder. All Subconsultants and/or subcontractors are subject to the prior written approval of the Commissioner.

1.29 "Work Order" or "Work Order Letter" shall mean an order issued pursuant to this Contract to the Consultant by DDC with a "not to exceed" amount and a specified scope of work to be completed within a definite time period.

ARTICLE 2 - General Provisions

2.1 Appendix A: General Provisions governing the Contract, including insurance coverage the Consultant and its subconsultants are required to provide, are set forth in Appendix A. Appendix A is included as an Exhibit to the Contract. Air Sampling, Dust Wipe Sampling and Laboratory Testing Services for The Build It Back (BIB) Program, as specified by the Commissioner on a Work Order basis in the Boroughs of Brooklyn. The City reserves the right to assign work in other boroughs within the City of New York.

2.2 Director: For the purpose of this Contract, the Director of the DDC Office of Environmental and Geotechnical Services (OEGS) is the duly authorized representative of the Commissioner.

2.3 Abbreviations: The following abbreviations are used throughout the Contract.

- American Industrial Hygiene Association (AIHA)
- American Society of Testing Materials (ASTM)
- Environmental Laboratory Accreditation Program (ELAP)
- Environmental Lead Proficiency Analytical Testing (ELPAT)
- Fire Department of New York (FDNY)
- Flame Atomic Absorption Spectrophotometry (FAAS)
- Housing and Urban Development (HUD)
- National Lead Laboratory Accreditation Program (NLLAP)
- National Voluntary Laboratory Accreditation Program (NVLAP)
- National Institute of Standards and Technology (NIST)
- New York City Department of Environmental Protection (DEP)
- New York State Department of Environmental Conservation (NYS-DEC)
- New York State Department of Health (NYS-DOH)
- New York State Department of Labor (NYS-DOL)
- National Institute of Occupational Health and Safety (NIOSH)
- Occupational Safety and Health Administration (OSHA)
- Proficiency Analytical Testing (PAT)
- Transmission Electron Microscopy (TEM)
- United States Environmental Protection Agency (USEPA or EPA)

ARTICLE 3 - Agreement to Serve

3.1 The City hereby retains the Consultant to perform the services hereinafter described, on the terms and conditions set forth herein, and the Consultant agrees to so serve. The Consultant agrees to provide, to the satisfaction of the Commissioner, the services set forth in this Contract for various Projects, as specified by the Commissioner on a Work Order basis seven days per week. The Consultant hereby certifies that it has the necessary experience, expertise, staff and resources to fulfill its obligations under this Contract competently and efficiently.

ARTICLE 4 - Work Order Process

4.1 General: The Consultant shall provide, to the satisfaction of the Commissioner, sampling and testing services in accordance with Work Orders issued hereunder. The Consultant's services shall be provided with respect to the Project(s) specified in the Work Order. The Consultant shall not perform services until the Commissioner has issued a written Work Order. In the event the Consultant performs services without a written Work Order, he/she does so at his/her own risk. DDC will not consider any request for payment for services not authorized in writing by a Work Order. The requirement for a written Work Order shall not apply in the event the Consultant is directed to provide services to address an urgent condition, as described in Article 4.4 ("Commissioner Designated Priority").

4.1.1 Notice: Notice to the Consultant regarding all matters in connection with this Contract shall be given by

electronic mail or facsimile. In the event the Consultant is given verbal notice of a contractual requirement, such notice will be promptly confirmed by email or facsimile.

4.1.2 Telephone: The Consultant shall, for the duration of the contract, provide and maintain in good operating condition an "Emergency Contact Number" for notification by telephone during non-regular business hours, i.e., before 7:00 AM and after 5:00 PM Monday through Friday, and on weekends and holidays.

4.2 Process for Finalizing Work Order: The process for finalizing a regular Work Order is described below. The process for finalizing a Work Order involving an urgent condition is described in Article 4.4 ("Commissioner Designated Priority").

4.2.1 Request for Proposal: Within one (1) business day prior to the asbestos, lead or mold inspection or the pre-abatement meeting, DDC shall send the Consultant a Request for a Proposal. Such request shall include the project location where the asbestos and/or lead survey or abatement walkthrough inspection is to be conducted.

4.2.2 Asbestos or Lead Clearance Inspection: The Consultant's Asbestos Monitor or Lead Risk Assessor (LRA) shall perform the final visual clearance inspection with the abatement contractor and perform air or dust wipe sampling of the work area at the conclusion of the abatement project. Notice of such inspection shall be given to the Consultant's Project Manager at least 24 hours in advance.

4.2.3 Mold Clearance Inspection: The Consultant's Mold Assessor shall perform the final visual clearance inspection with the abatement contractor and prepare and provide a written passed clearance report at the conclusion of the abatement project. Notice of such inspection shall be given to the Consultant's Project Manager at least 24 hours in advance.

4.2.4 Pre-Abatement Meeting: The Consultant's Project Manager shall attend a pre-abatement meeting at the site. Notice of such meeting shall be given to the Consultant at least one (1) business day in advance by the Construction Manager's Representative. The abatement specifications and survey reports shall be provided to the Consultant's Project Manager at that meeting. The Consultant's Project Manager or DDC will execute the federal, state and local regulatory filings and confirm the start date of the abatement with the assigned Construction Project Manager's representative to ensure services are provided. At the meeting, Consultant's Project Manager will establish the required titles of personnel for sampling services, as well as the estimated hours per title.

4.2.5 Proposal: Within one (1) business days after receipt of a request from DDC, the Consultant shall submit a proposal for the Project. Such proposal shall include: (1) proposed Staffing Plan for sampling services, and (2) proposed testing services. The items that must be included in the Staffing Plan are set forth in Article 5. The Commissioner shall review the Consultant's proposal and shall direct revisions to the same if necessary prior to issuing the final Work Order.

4.2.6 Start Date: The final Work Order shall include the date on which the Consultant must commence the required services. DDC will endeavor to issue the Work Order as soon as possible; however, the Consultant is advised that the start date may be as soon as within twenty-four (24) hours of its receipt of the Work Order. Such start date is subject to revision in the event of problems with scheduling or access to the facility.

4.3 Final Work Order: Following the process set forth above, the Commissioner shall issue a Work Order to the Consultant. The Work Order shall specify the items set forth below. Upon receipt of the Work Order, the Consultant shall contact the designated Consultant's Contract Manager & DDC representative, via telephone or email, to confirm the start date.

4.3.1 Project(s) for which services are required.
4.3.2 Sampling services to be performed by the Consultant.
4.3.3 Testing services to be performed by the Consultant
4.3.4 Documents provided by the Commissioner
4.3.5 Time Provisions: Start date and completion date for required services.
4.3.6 Overall Not to Exceed amount for the services to be performed. Such overall Not to Exceed Amount shall be further broken down into various allowances, depending on the required services. Such allowances may include the following: (1) Allowance Sampling Services, (2) Allowance for Testing Services, and, if applicable, (3) Allowance for Reimbursable Services.
4.3.7 Maximum Price: As indicated in Article 7, the amount of the Allowance for Sampling Services and the

amount of the Allowance for Testing Services set forth in the Work Order shall constitute the maximum price to be paid to the Consultant for providing the required services.

4.4 Commissioner Designated Priority: The Consultant may be required to provide services to address an urgent condition. A Work Order involving an urgent condition shall be identified as a "Commissioner Designated Priority". In such case, the Consultant shall be required to commence services at the site within two (2) hours of notification by email. The email notification shall specify the required titles and estimated hours per title. The Work Order to address the urgent condition shall be finalized within seventy-two (72) hours of the initial notification by email.

4.5 Miscellaneous Provisions: The provision set forth below shall apply to Work Orders issued hereunder.

4.5.1 Supplementary Work Orders: In the event of any changes to the Work Order, the Commissioner shall issue a Supplementary Work Order to the Consultant. The Consultant shall be bound by the terms and conditions of any such Supplementary Work Order issued by the Commissioner. Supplemental Work orders are to be submitted by the Consultant within 30 days of the completion of the project.

4.5.2 Reallocation of Allowance Amounts: Notwithstanding the specific amounts allocated for allowances, as set forth in Work Orders issued hereunder, the Commissioner may, by issuance of a Supplementary Work Order to the Consultant, reallocate such specific allowance amounts.

4.5.3 Conflicts: In the event of any conflict between a Work Order issued hereunder and any provision of this Contract, the Contract shall take precedence; except that with respect to the scope of services to be performed, the provisions of the Work Order shall take precedence over the Contract.

4.5.4 No Right to Reject: The Consultant shall have no right to reject or decline to perform any Work Order issued under the Contract. Accordingly, any rejection of a Work Order by the Consultant, either expressly made or implied by conduct, shall constitute a material breach of this Contract.

4.5.5 Work by Others: In the event there is a need for sampling and testing services, the Commissioner reserves the right not to utilize this requirements contract and to proceed with a new solicitation for the required services, or to have the services performed by another consultant(s), or by City employees, if the Commissioner, in his/her sole opinion, determines that it would be in the best interest of the City to do so.

ARTICLE 5 - Qualifications and Personnel

5.1 Qualification Requirements: Qualification requirements are set forth below.

5.1.1 Consultant: The Consultant, in its Bid for the Contract, demonstrated that it is in compliance with the qualification requirements set forth below. The Consultant shall maintain the licenses and accreditations set forth below for the duration of the contract. All required licenses and accreditations must be valid and in effect throughout the contract term. The consultant shall be:

(a) Licensed by NYS DOL as an Asbestos Handler "Restricted Class"
(b) Accredited by the US EPA under 40 CFR 745.226 for the performance of lead based paint activities
(c) Accredited by ELAP for Fiber Analysis (PCM-NIOSH 7400 Method) and Asbestos Analysis (TEM- 40 CFR 763 App. A No. III) (ELAP is administered by the NYS-DOH)
(d) Accredited by AIHA for Fiber Analysis (PCM- Asbestos) and Environmental Lead
(e) Accredited by NVLAP for Airborne Asbestos Fiber Analysis (PCM-Asbestos) (NVLAP is administered by NIST)
(f) Accredited by ELAP for Lead Air and Dust Wipe Analysis (ELAP is administered by the NYSDOH)
(g) Licensed by the US EPA under 40 CFR 745.226 and under Toxic Substance Control Act (TSCA) Section 402 (a) (1) to conduct lead based activities;
(h) Accredited by ELAP for Environmental Analysis of Solid and Hazardous Wastes, (ELAP is administered by the NYS-DOH);
(i) Licensed by the NYSDOL as a Mold Assessment Contractor

5.1.2 Personnel: Individuals provided by the Consultant for required titles of personnel must satisfy the qualification requirements for the title in question, as set forth in Article 6. The Consultant shall provide resumes or other

documentation acceptable to the Commissioner to demonstrate that each individual provided complies with the qualification requirements per title. In exceptional circumstances, the Commissioner, in his/her sole and absolute discretion, may modify the requirements per title.

5.2 Subcontracting: Subcontracting is only permitted as set forth in Exhibit A. Provisions regarding subcontracting are set forth in Article 5.5.

5.3 Provision of Personnel: Staffing requirements for personnel have been established by the Commissioner and are set forth in Article 6. The Consultant agrees, throughout the term of the Contract, to provide all personnel necessary and required for performance of required services for various Projects, in accordance with Work Orders issued by the Commissioner. The Consultant shall provide such personnel through its own employees, unless otherwise approved by the Commissioner. Individuals provided by the Consultant for required titles of personnel must satisfy the qualification requirements for the title in question, as set forth in Article 6.

5.4 Staffing Plan: A Staffing Plan shall be established on a Work Order basis for the Project(s) specified therein. Such Staffing Plan must be established and approved by the Commissioner prior to commencement of the Consultant's services pursuant to the Work Order.

5.4.1 Contents of Staffing Plan: Such Staffing Plan shall include the items set forth below. Such Staffing Plan shall include only those titles of personnel necessary for the provision of the required services. Such Staffing Plan must be numbered, dated and signed by the Project Manager.

(a) List of required titles and specific individual for each title
(b) All Inclusive Hourly Rate for each specified individual. The individual's All Inclusive Hourly Rate shall be the rate set forth in Exhibit C for the title for which the Commissioner determines the individual meets the qualification requirements.
(c) Total estimated hours and total estimated amount for each title
(d) Total estimated amount for all titles

5.4.2 Payment Limitation: The specific individuals identified in the approved Staffing Plan shall be considered Assigned Employees for the purpose of the Consultant's entitlement to payment for services performed by such individuals hereunder. The Consultant shall not be entitled to payment for any individual not included in the approved Staffing Plan.

5.4.3 No Payment for Principals: The Consultant shall not be entitled to payment for a principal's time performing oversight or management duties. This prohibition on payment for a principal's time shall not apply if the following criteria are met: (1) such principal is qualified to perform services in accordance with one of the titles set forth in Article 6, and (2) such principal is included in the approved Staffing Plan for such title.

5.4.4 Proposed Staffing Plan: Within the time frame set forth in Article 4, the Consultant shall submit a proposed Staffing Plan for the Project for which services are required. Such proposed Staffing Plan shall include the items set forth above. With respect to each proposed individual, the Consultant shall provide: (1) the individual's resume, as well as any other information detailing his/her technical qualifications and expertise, and (2) the title for which the individual meets the qualification requirements set forth in Article 6.

5.4.5 Review and Approval of Staffing Plan: The Commissioner shall review the Consultant's proposed Staffing Plan and shall direct revisions to the same if necessary prior to final approval thereof. As part of such review, the Commissioner shall determine: (1) whether each proposed individual meets the qualification requirements for the applicable title, and (2) whether the All Inclusive Hourly Rate for each proposed individual is in accordance with the rate for the title for which the individual meets the qualification requirements. The Consultant shall revise the proposed Staffing Plan as directed, until such plan is approved in writing by the Commissioner.

5.4.6 Replacement of Personnel: No substitutions for approved personnel shall be permitted unless approved by the Commissioner. Any proposed replacement for approved personnel must possess qualifications substantially similar to those of the personnel being replaced and are subject to the prior written approval of the Commissioner. In addition, at the Commissioner's request at any time, the Consultant shall remove any personnel and substitute another employee of the Consultant reasonably satisfactory to the Commissioner. The Commissioner may request such substitution at any time, in his/her sole discretion.

5.4.7 Revisions to Staffing Plan: The Commissioner may, at any time, direct revisions to the Staffing Plan, including without limitation, increasing or decreasing the specified personnel, based upon the scope of the required services. The Consultant shall increase or decrease the specified personnel, as directed by the Commissioner.

5.5 Subconsultants: Subcontracting is only permitted as set forth in Exhibit A. If Exhibit A permits the Consultant to subcontract certain services, the provision set forth below shall apply. If not, the provisions set forth below shall have no application.

5.5.1 Subconsultants Identified in Bid: Subcontracting is only set forth in Exhibit A. Exhibit A permits the Consultant to only subcontract Laboratory Testing Services for this contract.

5.5.2 Approval: Provisions regarding subcontracting, including the requirements for approval, are set forth in Appendix A. Appendix A is included as an Exhibit to the Contract.

5.5.3 Replacement Subconsultants: No substitution for any Subconsultant shall be permitted unless approved in advance in writing by the Commissioner. Such approval will only be granted in the case of extenuating circumstances. Any proposed replacement Subconsultant must possess qualifications and experience substantially similar to those of the Subconsultant being replaced. In addition, at the Commissioner's request at any time, the Consultant shall remove any Subconsultant and substitute another Subconsultant reasonably satisfactory to the Commissioner. The Commissioner may request such substitution at any time, if, in his sole opinion, he determines that any Subconsultant may be unable to satisfactorily provide the required services in a timely fashion.

5.5.4 Payment: Expenses incurred by the Consultant in connection with furnishing Subconsultants for the performance of required services hereunder are deemed included in the payments by the City to the Consultant, as set forth in Article 7. The Consultant shall pay its Subconsultants the full amount due them from their proportionate share of the requisition, as paid by the City. The Consultant shall make such payment not later than seven (7) calendar days after receipt of payment by the City.

ARTICLE 6 - Scope of Services

6.1 General: The Consultant shall provide, to the satisfaction of the Commissioner, sampling and testing services for various capital Projects, as specified by the Commissioner on a Work Order basis. The Consultant shall coordinate with the assigned Construction Manager's representative to schedule and coordinate all inspections, sampling, and monitoring services for this contract. Sampling services shall include air sampling and/or dust wipe sampling in the borough of Brooklyn. The City reserves the right to assign work in other boroughs within the City of New York. The Laboratory Testing services to be performed by the Consultant or their subconsultant are not restricted to any borough. The Consultant's services shall be provided in accordance with the following: (1) all terms and conditions set forth in this Contract, and (2) all Local, State and Federal Laws, Rules and Regulations applicable to the work.

6.1.1 Conflicts of Interest: The Consultant shall fully and fairly represent the interest of DDC in the performance of services under this Contract without conflict of interest or breach of confidentiality. Prior to the commencement of services hereunder, the Consultant shall take all reasonable actions to identify and notify DDC in writing of those cases in which it has performed, or is currently performing work for any contractor, subcontractor, or material supplier which has performed or is performing work on any New York City project. Throughout this Contract, the Consultant shall notify DDC in writing of its intent to perform work on any City project(s) which are not part of this contract. The Consultant shall include these provisions in all subcontracts for services performed by subcontractors or sub consultants.

6.2 Personnel: Qualification Requirements and Responsibilities: The Consultant shall be required, throughout the term of the Contract, to provide qualified personnel for performance of all required services. The following are set forth below: (1) titles of required personnel, (2) number of individuals per title the Consultant must have in its employ, (3) qualification requirements per title, and (4) responsibilities per title. All required licenses and accreditations must be valid and in effect throughout the contract term.

6.2.1 Inspector / Investigator (Asbestos)

(a) Number of Individuals: Minimum of six (6)

(b) Qualifications: Each individual providing services as an Inspector / Investigator must have the following: (1) an Asbestos Inspector Certificate issued by the NYS DOL; (2) an Asbestos Investigator Certificate issued by the NYC DEP; (3) an Asbestos Investigator Seal; (4) an active account as an Asbestos Investigator with the NYC DEP ARTS, and (5) at least six (6) years of experience performing bulk sampling services in buildings and structures for asbestos projects within NYC. The Inspector / Investigator shall have such certificates in his/her possession at all times while working on the project.

(c) Responsibilities: The Inspector / Investigator will (1) perform bulk sampling services in accordance with applicable EPA methods and in accordance with all applicable federal, state and local laws, rules and regulations; (2) review and evaluate building plans and drawings; (3) evaluate testing data to determine regulatory compliance; (4) compile appropriate documentation (chain of custody, sample location drawings, laboratory analysis results, applicable and valid federal, state and local certifications and licenses); (5) prepare and submit draft asbestos survey reports; (6) correct and submit accurate and complete final asbestos survey reports, and (7) submit the NYC DEP Asbestos Assessment Report (ACP-5 Forms) electronically through the NYCDEP ARTS when required.

(d) Multiple Projects: Multiple abatement projects may occur at the same site or in separate areas of a site. Unless otherwise directed in writing, the Consultant shall provide only one (1) Inspector / Investigator for a maximum of three (3) projects at a single site or three (3) separate areas of a single project.

6.2.2 Lead Inspector/Risk Assessor)

(a) Number of Individuals: Minimum of Two (2)

(b) Qualifications: Each individual providing services as Lead Inspector/Risk Assessor must have the following: (1) a Lead Inspector and Lead Risk Assessor Certificate issued by the USEPA, and (2) at least four (4) years of experience performing paint chip sampling, soil sampling and /or XRF testing services on lead projects within NYC. In addition, any Environmental Technician performing XRF testing services must have a training certificate for the XRF instrument employed, as well as a Radioactive Materials License issued by the NYS DOH.

(c) Responsibilities: The Lead Inspector/Risk Assessor will (1) perform bulk paint chip and/or soil sampling services in accordance with applicable EPA and HUD methods and in accordance with all applicable federal, state and local laws, rules and regulations; (2) perform XRF testing in accordance with the specific Instrument manufacturer's guidelines and standard industry guidelines; (3) review building floor plans and drawings to determine sampling locations; (4) complete required LBP testing forms; (5) evaluate testing data to determine regulatory compliance; (6) review and compile appropriate documentation (chain of custody, sample location drawings, laboratory analysis/ XRF data results, applicable and valid federal, state and local certifications and licenses); (7) prepare and submit draft survey reports, and (8) correct and submit accurate and complete final lead survey reports for regulatory compliance.

(d) Multiple Projects: Multiple abatement projects may occur at the same site or in separate areas of a site. Unless otherwise directed in writing, the Consultant shall provide only one (1) Lead Inspector/Risk Assessor for a maximum of three (3) projects at a single site or three (3) separate areas of a single project.

6.2.3 Mold Assessor

(a) Number of Individuals: Minimum of One (1)

(b) Qualifications: Individuals providing services as a Mold Assessor must comply with the following criteria: (1) each individual must have an Mold Assessor License issued by the NYS DOL for Mold projects and (2) each individual must have at least three (3) years of experience performing mold investigation, abatement design and clearance services on mold projects within NYC.

(c) Responsibilities: The Mold Assessor will (1) perform visual inspections during abatement activities and

perform post remediation assessment to ensure the Mold Remediation Plan was executed in accordance with NYSDOL regulations and (2) prepare and submit a Final Written Passed Clearance Report in accordance with the NYSDOL regulations. The Mold Assessor shall have a valid NYSDOL Mold Assessor license in his/her possession at all times while working on the project.

6.3 Provisions Applicable to Services: The Consultant shall provide, to the satisfaction of the Commissioner, bulk sampling for asbestos, paint chip sampling for lead, soil sampling for lead, XRF Testing for lead based paint (LBP) and laboratory testing services for various capital Projects, as specified by the Commissioner on a Work Order basis. The Consultant's services shall be provided in accordance with the following: (1) all terms and conditions set forth in this Contract, and (2) all Local, State and Federal Laws, Rules and Regulations applicable to the work. The provisions set forth below shall apply to such services.

6.3.1 The Consultant shall only consult with and take direction from the DDC OEGS Representative at the site.

6.3.2 The Consultant shall notify the DDC OEGS Representative of any hazardous condition discovered during the inspection. Such notification shall be within one (1) hour of the inspection.

6.3.3 Through the Work Order process set forth in Article 4, the Consultant will be advised of the location of individual work sites in advance of the performance of the work. The Consultant shall confirm all scheduling requirements with the DDC OEGS Representative.

6.3.4 The Consultant shall be responsible for establishing a bulk sampling and/or XRF testing protocol for each project site in compliance with all Local, State and Federal Laws, Rules or Regulations applicable to the work.

6.3.5 The Consultant shall further coordinate its performance of services on site with the BEGS representative to assure that all bulk sampling and /or XRF testing is performed in accordance with all Local, State and Federal Laws, Rules and Regulations applicable to the work.

6.3.6 The Consultant shall establish, maintain and document to the City a clear Chain of Custody for all samples and XRF testing data sheets and sample location drawings. All daily timesheets and sample log sheets must be verified by the DDC BEGS Representative.

6.3.7 The Consultant shall review all previous survey reports, project design and/or abatement specifications, drawings, regulatory notifications and submissions associated with the project.

6.4 Deliverables: The Consultant shall prepare and submit the deliverables described below.

6.4.1 The Consultant's Asbestos Investigator shall complete, execute and submit the Asbestos Assessment Report (ACP-5 Form) to the NYCDEP within three (3) business days from the date of inspection and laboratory results. Any delay in submitting the ACP-5 Form that may result from the failure of the Asbestos Investigator to provide such form shall be immediately reported to the DDC BEGS Representative.

6.4.2 Deliverables shall be prepared utilizing the applicable template provided by DDC to the Consultant. As a general rule, the DDC template is to be used for all Final Survey Reports unless otherwise directed. The Consultant shall submit a hard copy Draft Survey Report to the Director within ten (10) days from the date of the survey inspection and sample results. Within five (5) days of submission, the DDC BEGS representative will provide a letter of correction to the Draft Report to the Consultant. Within three (3) days thereafter, the Consultant shall submit the Final Survey Report, revised in accordance with the letter of correction.

6.4.3 The Consultant shall submit the Final Survey Report not more than eighteen (18) business days after the asbestos survey has been completed. The Final Survey Report shall be submitted as follows: one (1) unbound original, three (3) spiral bound hard copies and one electronic (PDF) version on compact disk.

The Final Survey Report shall chronicle, in sufficient detail, all activities that were conducted at the project site. This report shall follow the template provided by DDC, and shall, at a minimum, include the following:

(a) Purpose of Survey Services,
(b) Results of Testing,
(c) Remediation Cost Estimate
(d) Certification Page
(e) Sample / XRF Location Plan,
(f) ACM/Lead Location Plan
(g) Laboratory analytical Report & Chain of Custody (when applicable)
(h) XRF downloads and calibration certificates (when applicable),
(i) Laboratory bulk sample analyses (when applicable),
(j) Copies of NYSDOH ELAP, AIHA and NVLAP laboratory accreditations,
(k) Copies of NYSDOL Asbestos Inspector & NYCDEP Asbestos Investigator certifications (if applicable)*
(l) Copies of USEPA Lead Inspector & Risk Assessor Certificates (when applicable),
(m) Copies of OSHA 10 hour Construction Safety Certificate (when applicable),
(n) Copies of NYCDEP Asbestos Assessment Report (ACP-5 Form) (when applicable),
(o) Copies of all Inspector/Investigator or Environmental Technician's daily log reports

* Only clear legible copies will be accepted.

6.5 Testing Services

6.5.1 The Consultant shall provide laboratory testing services for the Project, as specified by the Commissioner on a Work Order basis.

6.5.2 Testing services provided by the Consultant shall be in accordance with Exhibit D. Exhibit D sets forth the following: (1) Testing Services and (2) Unit Prices for Tests.

6.5.3 For each test performed, the Consultant shall provide a Laboratory Report summarizing the results of the test. The Laboratory Report shall be sent to the Director by facsimile within one (1) business day after performance of the test. The Laboratory Report shall be on the Laboratory's letterhead and shall, at a minimum, include the items set forth below. The Laboratory Report shall be signed by the director of the laboratory.

(a) Sample ID Number
(b) Sampling Date
(c) Sample Description
(d) Sample location
(e) Homogeneity
(f) Color & Texture
(g) Sample treatment
(h) Sample type
(i) Turnaround Time
(j) Analyst Name & Signature
(k) Laboratory Director Name & Signature
(l) Date of Analysis
(m) Bulk Sampling Technician Name & Signature
(n) Relinquished by Name & Signature
(o) Relinquished Date & Time
(p) Received at Lab by Name & Signature
(q) Sample condition
(r) Received Date & Time
(s) Client Name
(t) Project Name
(u) Project Address

6.5.4 The Consultant may be directed to perform other types of tests or to provide other types of testing equipment. If so directed in writing, the Consultant shall provide such services or equipment as a Reimbursable Service.

6.5.5 The Consultant's laboratory testing services shall conform to the following standards:

(a) Asbestos bulk samples analyzed using Polarized Light Microscopy (PLM) shall be analyzed and reported in accordance with EPA 600/M4/82/020 and Item 198.1 for friable samples in the ELAP Certification manual.

(b) Asbestos bulk samples analyzed using Polarized Light Microscopy (PLM) shall be and reported in accordance with Item 198.6 for non-organically bound (NOB) samples in the ELAP Certification manual.

(c) Asbestos bulk samples analyzed using Polarized Light Microscopy (PLM) Method for Identifying and Quantitating Asbestos in Sprayed-On Fireproofing Containing Vermiculite Bulk Samples shall be analyzed and reported in accordance with Item 198.8 for friable samples in the ELAP Certification manual.

(d) Asbestos bulk samples analyzed by Transmission Electron Microscopy shall be analyzed and reported in accordance with the mandatory and non-mandatory Electron Microscopy Methods set forth at 40 CFR Part 763, Subpart E, Appendix A and Item 198.4 in the ELAP Certification manual.

(e) Lead paint chip samples using Flame Atomic Absorption Spectrophotometry shall be analyzed and reported in accordance with EPA Method 7000B and Item 180.3 in the ELAP Certification manual.

(f) Lead in soil samples using Flame Atomic Absorption Spectrophotometry shall be analyzed and reported in accordance with EPA Method 7000B and Item 180.3 in the ELAP Certification manual.

(g) XRF instrumentation shall be calibrated and maintained in accordance with the Manufacturer's recommendations, field calibrated utilizing a NIST standard reference material (SRM) paint film, as close to 1.0 mg/cm2 as possible and registered with the NYSDOH. The XRF instrumentation must be capable of estimating lead concentration in milligrams per square centimeter.

6.5.6 Test Results and Laboratory Reports: Test results and Laboratory reports shall be submitted within the time frames set forth below. All laboratory reports are subject to review and approval by the Director.

(a) The results of bulk samples analyzed by Polarized Light Microscopy shall be reported verbally and by facsimile or email to the DDC BEGS Representative within two (2) or twelve (12) hours of sampling, with the written laboratory report to follow within one (1) business day after performance of the test.

(b) The results of bulk samples analyzed by Transmission Electron Microscopy shall be reported verbally and by facsimile or email to the DDC BEGS Representative within two (2) or twelve (12) hours of sampling, with the written laboratory report to follow within one (1) business day after performance of the test.

(c) The results of lead in soil or paint chip samples analyzed by Flame Atomic Absorption Spectrophotometry shall be reported verbally and by facsimile or email to the DDC BEGS Representative within twelve (12) hours of sampling, with the written laboratory report to follow within one (1) business day after performance of the test.

(d) The results of LBP via XRF instrumentation shall be reported verbally and by facsimile or email to the DDC BEGS Representative within twelve (12) hours of sampling; with the written test report to follow within one (1) business day after performance of the test.

6.6. Deliverables for Final Written Passed Clearance Inspection Report for Mold Remediation Projects: The Consultant shall prepare and submit the deliverables described below.

6.6.1 The Consultant's Mold Assessor shall complete, execute and submit a Written Passed Clearance Report all regulatory filings to the NYSDOL within three (3) business days from the date of successful final clearance inspection for Mold projects. Any delay in submitting the form may result from the failure of the abatement contractor to provide such form shall be immediately reported to the Consultant's Contract Manager and DDC representative.

6.6.2 The Consultant's Mold Assessor shall, by close of business each Friday, submit a weekly project status spreadsheet to the Consultant's Contract Manager for transmittal to DDC.

6.6.3 Deliverables shall be prepared utilizing the applicable template provided by DDC to the Consultant. As a general rule, the DDC template is to be used for all Final Written Passed Clearance Inspection Report_Reports unless otherwise directed. The Consultant shall submit a hard copy Draft Written Passed Clearance Inspection Report the Contract Manager and DDC within five (5) days from the date of Project completion. Within three (3) days of submission, the Contract Manager will provide a letter of correction to the Draft Report to the Consultant. Within three (3) days thereafter, the Consultant shall submit the final report, revised in accordance with the letter of correction.

6.6.4 The Consultant shall provide a Final Written Passed Clearance Inspection Report, one original hard copy, one electronic version uploaded to the assigned FTP site and one electronic (PDF) version on compact disk not more than ten

(10) business days after the draft report is approved. The Consultant shall make every reasonable attempt to secure the abatement contractor's documentation prior to final clearance air monitoring. The Consultant shall document in writing all efforts to secure this documentation, including use of e-mail and U.S. Mail correspondence to the abatement contractor. In the event the abatement contractor fails to provide the requested documentation, the Consultant shall so note in the report. The Consultant shall include copies of all correspondence documenting its efforts to obtain the contractor's documents. The failure of the abatement contractor to supply documents to the Consultant shall not be justification for failing to meet the ten (10) business day reporting requirement.

The Final Written Passed Clearance Inspection Report_ shall chronicle, in sufficient detail, all activities that were conducted at the project site. This report shall follow the template provided by DDC, and shall, at a minimum, include the following:

(a) Copies of NYSDOL regulatory notifications
(b) Copies of the Mold Remediation Plan
(c) Clear and legible copies of all mold abatement contractor daily log reports,
(d) Clear and legible copies of all the NYSDOL Mold Worker Licenses
(e) Copy of the NYSDOL Mold Remediation Contractor's License
(f) Copies of the facility re-occupancy letter,
(g) Copy of Mold Assessor License (who performed Clearance inspection & report)
(h) Copy of Mold Assessor License (who prepared Mold Remediation Plan)

* Arrangements to acquire documentation from the Mold abatement contractor shall be the Consultant's responsibility and confirmed at the mandatory pre-abatement meeting. Only clear legible copies will be accepted.

6.7 Liquidated Damages: In the event the Consultant fails to commence the required services within the time fixed for the same, or if the Consultant, in the sole determination of the Commissioner, has abandoned the work, the Consultant shall pay to the City the amount set forth below, for each and every hour that the Consultant has failed to appear for scheduled appointments or commence the required services, which said amount, in view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of delay in commencing the work, is hereby fixed and agreed as liquidated damages that the City will suffer by reason of such delay, and not as a penalty.

	START TIME	**LIQUIDATED DAMAGES**
Regular Work Order	Date and Time Set forth in Work Order (As revised)	$100.00
Work Order Designated as A Commissioner Priority	2 Hours	$200.00

Liquidated Damages received hereunder are not intended to be nor shall they be treated as either a partial of full waiver or discharge of the City's right to indemnification under the agreement, or the Consultant's obligation to indemnify the City, or to any other remedy provided for in this Contract or by law. The Commissioner may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquated damages suffered by the City, the Consultant shall be liable to pay the difference upon demand by the Commissioner.

6.8 Reimbursable Services: The Consultant may be directed by the Commissioner to provide Reimbursable Services for the Project. If so directed, the Consultant shall provide such Reimbursable Services through entities approved by the Commissioner. Payment for Reimbursable Services shall be in accordance with the terms set forth in Article 7.

6.8.1 No Reimbursable Services shall be provided by the Consultant, or reimbursed hereunder, unless expressly authorized in a written directive from the Commissioner. For Reimbursable Services in excess of $150, such written authorization must be provided in advance of the expenditure.

6.8.2 Reimbursable Services shall be such services determined by the Commissioner to be necessary for the Project, and may include, without limitation, the services set forth below.

(a) Long distance travel. In the event the Consultant is directed in advance in writing by the Commissioner to

provide services which require long distance travel, the Consultant shall be reimbursed for expenses incurred in connection with such long distance travel. Long distance travel shall mean travel which is in excess of 75 miles from whichever of the following is closer to the destination: (1) Columbus Circle, or (2) the Consultant's home office. Consultants and/or Subconsultants that are not located in New York City or its vicinity shall not be entitled to reimbursement for transportation expenses.

(b) Special equipment for inspection and/or testing required for the Project

(c) Reproduction and/or printing of deliverables and/or records, except for printing performed in the office of the Consultant or its subconsultant

(d) Any other services, determined by the Commissioner to be necessary for the Project

6.8.3 The Consultant shall utilize the method of procurement directed by the Commissioner. If so directed, the Consultant shall conduct a competitive bid and/or proposal process for the specified Reimbursable Service. In general, such competitive process will be required if the cost of the specified Reimbursable Service exceeds $5,000.

6.8.4 The Consultant shall utilize the form of payment directed by the Commissioner. Payment for Reimbursable Services shall be in accordance with one of the following methods: (a) lump sum; (b) unit price, or (c) actual cost; except for long distance travel, as set forth in Article 7.

6.8.5 In the event the Consultant is directed, as a Reimbursable Service, to purchase any items and/or equipment, such items and/or equipment shall, unless otherwise directed by the Commissioner, be the sole property of the City upon delivery to the designated location. The Consultant shall prepare and maintain an accurate inventory of all items and/or equipment which it is directed to purchase pursuant to the Allowance for Reimbursable Services. Such inventory shall be provided to the City upon request. Upon completion of the required work, as directed by the Commissioner, the Consultant shall turn such items and/or equipment over to the City.

6.9 Non-Reimbursable Services: Throughout the Contract and regardless of whether specified in any Work Order issued hereunder, the Consultant shall be responsible for providing the non-reimbursable services set forth below. All costs for such services are deemed included in payments to the Consultant, as set forth in Article 7.

6.9.1 Transportation: The Consultant shall provide transportation for all personnel performing services, including without limitation: (a) expenses for ordinary transportation (i.e., other than long distance travel, as set forth in Article 6.7), (b) expenses for time spent by personnel commuting or traveling, and (c) expenses for parking and tolls.

6.9.2 Printing: The Consultant shall provide printing of documents, deliverables and/or reports in accordance with the requirements set forth in this Article.

6.9.3 Office: The Consultant shall provide all necessary office supplies and/or tools, including computers.

6.9.4 Equipment: The Consultant shall provide the equipment set forth below. Such equipment is required for all personnel performing services.

(a) Communications equipment and service, including without limitation cellular telephones. Cellular telephones shall have the ability to take photographs and transmit images to the Project Manager and DDC Representative. The telephone numbers of all such personnel shall be submitted to the Commissioner.

(b) Hand tools, sample media, containers, ladders to accommodate various heights, and other supplies for collecting samples.

(c) Smart phone(s) and/ or electronic media capable of recording and transmitting images form the sample location in indoor/outdoor applications.

(d) Bulk sampling instruments and ancillary equipment (scissor lifts) to perform sampling in accordance with City, State and Federal regulations.

(e) Safety and/or Personal Protective Equipment required under City, State and/or Federal laws. Personal Protective Equipment shall include without limitation, respirators, gloves, hard hats, safety vests, foot protection, hearing protection and eye protection.

(f) Health and Safety plans or other documents required under City, State and/or Federal law for the Consultant's performance of sampling services hereunder.

(g) Fees for any and all permits and/ or licenses required by Federal, State, and/or local regulatory agencies.

6.10 Ownership of Documents: As set forth in the General Provisions (Appendix A), any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the City.

During the term of this Contract and at any time within the retention period set forth in the General Provisions, the Consultant shall, upon demand, promptly deliver such material, records or documents to the Commissioner, or make such records available to the Commissioner or his/her authorized representative for review and reproduction at such place as may be designated by the Commissioner. Thereafter, the City may utilize such material, records or documents in whole or in part or in modified form and in such manner or for such purposes or as many times as it may deem advisable without employment of or additional compensation to the Consultant. Should such documents prepared under this Contract be re-used by the City for other than the Project originally created, it is understood that the Consultant bears no responsibility whatsoever for such re-use except in those instances where he is re-employed for re-use of the documents.

ARTICLE 7 - Payment Terms and Conditions

7.1 General

7.1.1 Total Payments: Total payments for all services performed and all expenses incurred pursuant to this Contract shall not exceed the amount set forth in Exhibit A.

7.1.2 Guaranteed Minimum: In the event the Consultant is not issued any Work Orders hereunder and the Consultant has, throughout the term of the Contract, submitted reasonable Proposals for specific Projects, the City agrees to pay, and the Consultant agrees to accept, a minimum fee of $2,500.00. The Consultant further agrees that under such circumstances, it has no action for damages or for loss of profits against the City.

7.1.3 Executory Only: This Agreement shall be deemed executory only to the extent of the moneys appropriated and available for the purpose of the Agreement and no liability or account thereof shall be incurred beyond the amount of such moneys. It is therefore understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement.

7.1.4 Work Orders: Each Work Order shall specify an overall Not to Exceed amount for the services to be performed. Such overall Not to Exceed Amount shall be further broken down into various allowances, depending on the required services. Such allowances may include the following: (1) Allowance Sampling Services, (2) Allowance for Testing Services, and, if applicable, (3) Allowance for Reimbursable Services.

7.1.5 Maximum Price: The amount each respective allowance set forth in the Work Order (the Allowance for Sampling Services and the Allowance for Testing Services), shall constitute the maximum price to be paid to the Consultant for providing the services specified in the Work Order. The Consultant shall not be entitled to payment in excess of such allowance amounts, unless the Commissioner, in his/her sole and absolute discretion, determines that exceptional circumstances exist which were not foreseeable by the parties and which were not attributable to any fault on the part of the Consultant.

7.1.6 Allowance Amounts: In the event the allowance amounts set forth in the Work Order are not sufficient, as determined by the Commissioner to cover the cost of required services for which allowance amounts are specified, the Commissioner will increase the amounts of such allowances. Notwithstanding the specific amounts allocated for allowances, as set forth in Work Orders issued hereunder, the Commissioner may, by issuance of a "Supplementary Work Order" to the Consultant, reallocate such specific allowance amounts.

7.2 Payment for Sampling Services: Each Work Order issued hereunder shall specify an Allowance for Sampling Services performed by the Consultant. The Consultant shall be entitled to payment for those individuals who have been assigned to the Project and are identified in the Staffing Plan approved by the Commissioner. The Consultant shall not be entitled to payment for the services of: (1) any individual not included in the approved Staffing Plan, or (2) any principal(s), unless such principal meets the criteria set forth below.

7.2.1 Staffing Plan: A Staffing Plan must be established and approved by the Commissioner prior to commencement of the Consultant's services. Such Staffing Plan must specify the specific individuals for the performance of services and an All Inclusive Hourly Rate for each specified individual. The specific individuals set forth in the Staffing Plan

shall be considered Assigned Employees for the purpose of payment hereunder.

7.2.2 All Inclusive Hourly Rates: An All Inclusive Hourly Rate for each Assigned Employee is set forth in the Staffing Plan. Such All Inclusive Hourly Rate shall be the rate set forth in Exhibit C for the title for which the Commissioner determines the Assigned Employee meets the qualification requirements. Such All Inclusive Hourly Rate shall apply to all hours during which an Assigned Employee performs services for the Project, including non-regular business hours. No increase in such rate shall be provided for services performed during non-regular business hours. Such All Inclusive Hourly Rates shall be deemed to include the items set forth below.

(a) All expenses incurred by the Consultant in the performance of all required services for the Project
(b) All expenses related to management and oversight, including, without limitation, any time spent by principals performing such duties
(c) All expenses related to overhead and any anticipated profit
(d) All expenses in connection with non-reimbursable services, as set forth in Article 6.

7.2.3 No Payment for Principals: The Consultant shall not be entitled to payment for a principal's time performing oversight or management duties. This prohibition on payment for a principal's time shall not apply if the following criteria are met: (1) such principal is qualified to perform services in accordance with one of the titles set forth in Article 6, and (2) such principal is included in the approved Staffing Plan for such title.

7.2.4 Amount of Payment: For any week during which an Assigned Employee performs services, payment to the Consultant for such employee's services for that week shall be calculated as follows: Multiply the amount set forth in subparagraph (a) by the number set forth in subparagraph (b).

(a) Assigned Employee's All Inclusive Hourly Rate. The All Inclusive Hourly Rate for an Assigned Employee shall be the rate set forth in Exhibit C for the title for which the Commissioner determines the employee meets the qualification requirements.
(b) Total number of hours set forth on time sheets completed by the Assigned Employee for the week(s) in question during which the Assigned Employee actually performed services hereunder. This total number of hours shall **NOT** include the following: (1) any hours the Assigned Employee spent commuting and/or traveling; (2) any non-billable hours, as defined below; (3) any hours during which the Assigned Employee performed services for any other project and (4) any hours the Assigned Employee spent performing services for the Project for which the Consultant is not entitled to compensation,
(c) Non-billable hours shall be defined as any hours set forth on time sheets completed by the Assigned Employee which have been allocated to any category or function other than services performed hereunder. Non-billable hours shall include without limitation: (1) compensated absence time, including without limitation vacation time, sick time, personal time and holidays; (2) performance of administrative tasks, or (3) any other time keeping category consistent with standard accounting practices.

7.2.5 Minimum Hours: In the event the Consultant is directed to provide personnel for required services and is unable to proceed with such services at the site due to circumstances, which in the Commissioner's determination are not attributable to any fault on the part of the Consultant, the Consultant shall be entitled to payment for a minimum of four (4) hours for all personnel provided for the required services.

7.2.6 Non-Regular Business Hours: The Commissioner may authorize the Consultant in advance in writing to have an Assigned Employee(s) perform services during non-regular business hours. Non-regular business hours shall be defined as any hours in excess of eight (8) hours per day, Monday through Friday (i.e., evenings, weekends and holidays). Payment for services performed during non-regular business hours shall be in accordance with the All Inclusive Hourly Rates set forth in Exhibit C. The Consultant shall not be entitled to any increase in such rates for services performed during non-regular business hours.

7.2.7 Requisitions: For any week(s) for which the Consultant is requesting payment for services performed by an Assigned Employee, it shall submit the documentation set forth in this Article 7.

7.2.8 Increases in All Inclusive Hourly Rates: The All Inclusive Hourly Rates set forth in Exhibit C shall apply to the three year base term of the Contract. The All Inclusive Hourly Rates shall be subject to increases at the beginning of each of the following periods: the extended term and each additional year the Contract remains in effect in accordance with

Article 8. Any increase in the All Inclusive Hourly Rates shall be subject to the limitations set forth below.

(a) Any increase in the All Inclusive Hourly Rates shall be based on the Employment Cost Index for Professional, Scientific, and Technical Services, published by the U.S. Dept. of Labor, Office of Labor Statistics (the "Index"), as determined by the Engineering Audit Office (EAO").

(b) Any increase in the All Inclusive Hourly Rates shall be based on whatever increase may have occurred in the Index for the **PRIOR YEAR ONLY**, as determined by EAO. If, for the prior year, the Index showed an increase, the All Inclusive Hourly Rates shall be increased. If, for the prior year, the Index declined or showed no increase, the All Inclusive Hourly Rates shall remain unchanged.

(c) Any increase in the All Inclusive Hourly Rates shall be applied on a prospective basis only and shall have no impact on rates paid to date.

(d) Any increase in the All Inclusive Hourly Rates shall only apply to the portion of the work which the Consultant has not yet performed, as determined by the Commissioner. Any increase in the All Inclusive Hourly Rates shall not apply to any work performed by the Consultant during the base term of the Contract, even if payment for the same is made during the renewal or extended term.

7.3 Payment for Testing Services: Each Work Order issued hereunder shall specify an Allowance for Testing Services. Payment to the Consultant for the laboratory testing services set forth in Exhibit D shall be on a unit price basis.

7.3.1 Unit Prices: Unit prices for testing services are set forth in Exhibit D. Such unit prices shall be deemed to include the expenses set forth below.

(a) All expenses incurred by the Consultant in connection with the performance of the test, including without limitation, expenses for the following: gathering the sample, transportation, equipment, handling, calibration, set up, consumable material, operator labor, maintenance and cleaning

(b) All expenses related to providing test results and laboratory reports

(c) All expenses related to management, oversight and quality control procedures

(d) All expenses in connection with non-reimbursable services, as set forth in Article 6.

(e) All expenses related to overhead, including insurance

(f) Any anticipated profit

7.3.2 No Mark-up: The Consultant shall not be entitled to any mark-up with respect to laboratory testing services.

7.3.3 Requisitions: For payment for laboratory testing services, the Consultant shall submit the documentation set forth in this Article 7.

7.3.4 Increases in Unit Prices: The Unit Prices set forth in Exhibit D shall apply to the three year base term of the Contract. The Unit Prices shall be subject to increases at the beginning of each of the following periods: the extended term and each additional year the Contract remains in effect in accordance with Article 8. Any increase in the Unit Prices shall be subject to the limitations set forth below.

(a) Any increase in the Unit Prices shall be based on the Employment Cost Index for Professional, Scientific, and Technical Services, published by the U.S. Dept. of Labor, Office of Labor Statistics (the "Index"), as determined by the Engineering Audit Office ("EAO").

(b) Any increase in the Unit Prices shall be based on whatever increase may have occurred in the Index for the **PRIOR YEAR ONLY**, as determined by EAO. If, for the prior year, the Index showed an increase, the Unit Prices shall be increased. If, for the prior year, the Index declined or showed no increase, the Unit Prices shall remain unchanged.

(c) Any increase in the Unit Prices shall be applied on a prospective basis only and shall have no impact on rates paid to date.

(d) Any increase in the Unit Prices shall only apply to the portion of the work which the Consultant has not yet performed, as determined by the Commissioner. Any increase in the Unit Prices shall not apply to any work performed by the Consultant during the base term of the Contract, even if payment for such work is made during the extended term or thereafter.

7.4 Payment for Reimbursable Services: In the event the Commissioner directs the Consultant to provide Reimbursable

Services, the provisions set forth below shall apply. In such case, the Work Order shall specify an Allowance for Reimbursable Services. In providing Reimbursable Services, the Consultant shall comply with all terms and conditions set forth in Article 6, including utilization of the method of procurement and form of payment directed by the Commissioner. If so directed, the Consultant shall conduct a competitive bid and/or proposal process for the specified Reimbursable Service. In general, such competitive process will be required if the cost of the specified Reimbursable Service exceeds $5,000.

7.4.1 Payment: Payment for Reimbursable Services (except for long distance travel) shall be as set forth below.

(a) If payment is on a lump sum basis, payment shall be based upon the percentage of completion.
(b) If payment is on a unit price basis, payment shall be based upon the number of completed units.
(c) If payment is based on actual cost, payment shall be the actual and reasonable cost, as indicated by receipted bills or any other data required by the Commissioner.

7.4.2 Long Distance Travel: Payment for long distance travel, as set forth in Article 6, shall be in accordance with the normal travel allowances of the City of New York for its own employees as provided in Comptroller's "Directive #6, Travel, Meals, Lodging and Miscellaneous Agency Expenses."

7.4.3 Mark Up: The Consultant shall be entitled to a mark-up of 5% for overhead and profit on payments for Reimbursable Services hereunder; provided, however, the Consultant shall **NOT** be entitled to any mark-up with respect to long distance travel expenses.

7.4.4 Requisitions: For payment for Reimbursable Services, the Consultant shall submit the documentation set forth in this Article 7.

7.5 Requisitions for Payment: Requisitions for payment may be submitted upon completion of the services set forth in the Work Order and written acceptance by the Commissioner of the Project Closeout Report. The Consultant shall submit a separate requisition for each completed Work Order. Requisitions shall be in the authorized form and shall set forth the services performed by the Consultant and the total amount of payment requested. The total amount of payment requested shall be broken down into various categories, depending on the required services. Such payment categories may include the following: (1) Payment for Sampling Services, (2) Payment for Testing Services, and (3) Payment for Reimbursable Services. The Consultant shall submit one original and two (2) copies of each requisition for payment. The requisition shall be submitted in a binder or bound booklet.

7.5.1 Requisitions for payment shall be accompanied by the documentation set forth below.

(a) Work Order: The Consultant shall submit (1) a copy of the Work Order and/or Supplemental Work Order for which payment is requested, and (2) a copy of the Commissioner's written acceptance of the Project Closeout Report.

(b) Payment for Sampling Services: For any period for which the Consultant is requesting payment for sampling services, the Consultant shall submit the documentation set forth below.

(1) Assigned Employee's name and title
(2) Commissioner approval of the Assigned Employee, either approved Staffing Plan or documentation approving the Assigned Employee as a replacement
(3) All Inclusive Hourly Rate applicable to the Assigned Employee. The All Inclusive Hourly Rate for an Assigned Employee shall be the rate set forth in Exhibit C for the title for which the Commissioner determines the employee meets the qualification requirements.
(4) Number of hours per day during which the Assigned Employee actually performed services for the Project.
(5) Detailed time sheets completed by the Assigned Employee for the week(s) in question. Such detailed time sheets shall reflect all hours of service by the Assigned Employee, including without limitation: (1) actual hours during which the employee performed services for the Project, (2) actual hours during which the employee performed services for other projects, (3) non-billable hours, as defined above, (4) actual hours, if any, during which the Assigned Employee performed services for the Project for which the Consultant is not entitled to compensation, and (5) any non-regular business hours.

(c) Payment for Testing Services: For payment for testing services, the Consultant shall submit the documentation set forth below. Payment for testing services shall be in accordance with the unit prices set forth in Exhibit D.

(1) Laboratory testing services provided
(2) Applicable unit price for the laboratory testing services provided
(3) Total amount for all completed laboratory testing services
(4) Laboratory analysis reports
(5) Copy of the Commissioner's written acceptance of the laboratory testing services provided
(6) A cover sheet summarizing the test, with the results attached as backup

(d) Payment for Reimbursable Services: For any period for which the Consultant is requesting payment for Reimbursable Services, the Consultant shall submit the documentation set forth below:

(1) Description of the Reimbursable Service the Consultant was directed to provide.
(2) If payment is on a lump sum basis, a report on the progress of the work, indicating the percentage of completion of all required services.
(3) If payment is on a unit price basis, a report indicating the number of completed units.
(4) If payment is based on actual cost, receipted bills or any other data required by the Commissioner.

7.5.2 Satisfactory Progress: All payments hereunder are contingent upon the Consultant's satisfactory performance of the required services. The Director is authorized to make deductions for any services performed hereunder which he/she determines to be unsatisfactory.

7.5.3 Monthly Tabulation: The Consultant shall, on a monthly basis, submit a tabulation of the total value of all services provided since commencement of the contract, summarized by the type of services.

ARTICLE 8 - Time Provisions

8.1 Term of the Contract: The Contract shall commence on the date specified in the written Notice of Commencement and shall remain in effect for the period set forth in Exhibit A. The Commissioner may, for good and sufficient cause, extend the term of this Contract for a cumulative period not to exceed one year from the date of expiration.

8.2 Continuation of the Contract: In the event (1) services are required for a Project, (2) a Work Order for the Project is issued by the Commissioner during the term of the Contract, including the last day thereof, and (3) the time frame for completion of the Project extends beyond the term of the Contract, the Contract shall remain in effect for purposes of such Work Order through the time frame for completion of the Project, as set forth in the Work Order or any Supplementary Work Order required to complete the Project. For the purpose of this provision, the term of the Contract shall mean whichever of the following is the latest and actual final period of the Contract: (1) the term of the Contract, or (2) the extended term of the Contract.

8.3 Delay: The Consultant agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission to act of the City or any of its representatives, and agrees that any such claim has been fully compensated for and is reflected in the All Inclusive Hourly Rates submitted by the Consultant as its bid for the contract.

ARTICLE 9 - Participation by Minority-Owned and Women-Owned Business Enterprises in City Procurement

ARTICLE I. M/WBE PROGRAM

Local Law No. 129 of 2005 added and Local Law 1 of 2013 amended Section 6-129 of the Administrative Code of the City of New York (hereinafter "Section 6-129"). Section 6-129 establishes the program for participation in City procurement ("M/WBE Program") by minority- owned business enterprises ("MBEs") and women-owned business enterprises ("WBEs"), certified in accordance with Section 1304 of the New York City Charter. As stated in Section 6-129, the intent of the program is to address the impact of discrimination on the City's procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and

lowering contract costs. The contract provisions contained herein are pursuant to Section 6-129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

If this Contract is subject to the M/WBE Program established by Section 6-129, the specific requirements of MBE and/or WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "M/WBE Utilization Plan"), and are detailed below. The Contractor must comply with all applicable MBE and WBE requirements for this Contract.

All provisions of Section 6-129 are hereby incorporated in the Contract by reference and all terms used herein that are not defined herein shall have the meanings given such terms in Section 6-129. Article I, Part A, below, sets forth provisions related to the participation goals for construction, standard and professional services contracts. Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE Program.

PART A: PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS

1. The MBE and/or WBE Participation Goals established for this Contract or Task Orders issued pursuant to this Contract, ("Participation Goals"), as applicable, are set forth on Schedule B, Part I to this Contract (see Page 1, line 1 Total Participation Goals) or will be set forth on Schedule B, Part I to Task Orders issued pursuant to this Contract, as applicable.

The Participation Goals represent a percentage of the total dollar value of the Contract or Task Order, as applicable, that may be achieved by awarding subcontracts to firms certified with New York City Department of Small Business Services as MBEs and/or WBEs, and/or by crediting the participation of prime contractors and/or qualified joint ventures as provided in Section 3 below, unless the goals have been waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

2. If Participation Goals have been established for this Contract or Task Orders issued pursuant to this Contract, Contractor agrees or shall agree as a material term of the Contract that Contractor shall be subject to the Participation Goals, unless the goals are waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

3. If Participation Goals have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an MBE and/or WBE shall be permitted to count its own participation toward fulfillment of the relevant Participation Goal, provided that in accordance with Section 6-129 the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)), and provided further that a Contractor that is certified as both an MBE and a WBE may count its own participation either toward the goal for MBEs or the goal for WBEs, but not both.

A Contractor that is a qualified joint venture (as defined in Section 6-129(c)(30)) shall be permitted to count a percentage of its own participation toward fulfillment of the relevant Participation Goal. In accordance with Section 6-129, the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that Contractor pays to direct subcontractors, and then multiplying the remainder by the percentage to be applied to total profit to determine the amount to which an MBE or WBE is entitled pursuant to the joint venture agreement, provided that where a participant in a joint venture is certified as both an MBE and a WBE, such amount shall be counted either toward the goal for MBEs or the goal for WBEs, but not both.

4. A. If Participation Goals have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the Participation Goals, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre- award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

B. (i) If this Contract is for a master services agreement or other requirements type contract that will result in the issuance of Task Orders that will be individually registered ("Master Services Agreement") and is subject to M/WBE Participation Goals, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Participation Requirements for Master Services Agreements That Will Require Individually Registered Task Orders, Part II (page 2) indicating the prospective contractor's certification and required affirmations to make all reasonable good faith efforts to meet participation goals established on each individual Task Order issued pursuant to this Contract, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms. In the event that the Schedule B indicates that the bidder or proposer, as applicable, does not intend to meet the Participation Goals that may be established on Task Orders issued pursuant to this Contract, the bid or proposal, as applicable, shall be deemed nonresponsive.

(ii) Participation Goals on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If Participation Goals have been established on a Task Order, a contractor shall be required to submit a Schedule B – M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. The contractor must engage in good faith efforts to meet the Participation Goals as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.

5. Where an M/WBE Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multiyear contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work. In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the Participation Goals. Such certification must occur prior to the firms' commencement of work. A list of MBE and WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

7. Where an M/WBE Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be

limited to,: the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where applicable, hired by any of the Contractor's direct subcontractors; and the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment: the total amount it paid to subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE, the work performed by, and the dates and amounts paid to each.

8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's M/WBE Utilization Plan, Agency shall take appropriate action, in accordance with Section 6-129 and Article II below, unless the Contractor has obtained a modification of its M/WBE Utilization Plan in accordance with Section 6-129 and Part A, Section 11 below.

9. Where an M/WBE Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds the greater of 10 percent of the Contract or Task Order, as applicable, or $500,000, Agency shall review the scope of work for the Contract or Task Order, as applicable, and the scale and types of work involved in the change order, and determine whether the Participation Goals should be modified.

10. Pre-award waiver of the Participation Goals. (a) A bidder or proposer, or contractor with respect to a Task Order, may seek a pre-award full or partial waiver of the Participation Goals in accordance with Section 6-129, which requests that Agency change one or more Participation Goals on the grounds that the Participation Goals are unreasonable in light of the availability of certified firms to perform the services required, or by demonstrating that it has legitimate business reasons for proposing a lower level of subcontracting in its M/WBE Utilization Plan.

(b) To apply for a full or partial waiver of the Participation Goals, a bidder, proposer, or contractor, as applicable, must complete Part III (Page 5) of Schedule B and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at ZhangJi@ddc.nyc.gov or via facsimile at (718) 391-1886. Bidders, proposers, or contractors, as applicable, who have submitted requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

(c) If the Agency determines that the Participation Goals are unreasonable in light of the availability of certified firms to perform the services required, it shall revise the solicitation and extend the deadline for bids and proposals, or revise the Task Order, as applicable.

(d) Agency may grant a full or partial waiver of the Participation Goals to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of subcontracting in its M/WBE Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the Participation Goals. In making such determination, Agency may consider whether the M/WBE Utilization Plan is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, whether the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.

11. Modification of M/WBE Utilization Plan. (a) A Contractor may request a modification of its M/WBE Utilization Plan after award of this Contract. PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its M/WBE Utilization Plan as part of its bid submission. The Agency may grant a request for Modification of a Contractor's M/WBE Utilization Plan if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable,

good faith efforts to meet the Participation Goals. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

(i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
(ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
(iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
(iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the M/WBE Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;
(v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
(vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
(vii) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;
(viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

Agency's M/WBE officer shall provide written notice to the Contractor of the determination.

(b) The Agency may modify the Participation Goals when the scope of the work has been changed by the Agency in a manner that affects the scale and types of work that the Contractor indicated in its M/WBE Utilization Plan would be awarded to subcontractors.

12. If this Contract is for an indefinite quantity of construction, standard or professional services or is a requirements type contract and the Contractor has submitted an M/WBE Utilization Plan and has committed to subcontract work to MBEs and/or WBEs in order to meet the Participation Goals, the Contractor will not be deemed in violation of the M/WBE Program requirements for this Contract with regard to any work which was intended to be subcontracted to an MBE and/or WBE to the extent that the Agency has determined that such work is not needed.

13. If Participation Goals have been established for this Contract or a Task Order issued pursuant to this Contract, at least once annually during the term of the Contract or Task Order, as applicable, Agency shall review the Contractor's progress toward attainment of its M/WBE Utilization Plan, including but not limited to, by reviewing the percentage of work the Contractor has actually awarded to MBE and/or WBE subcontractors and the payments the Contractor made to such subcontractors.

14. If Participation Goals have been established for this Contract or a Task Order issued pursuant to this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

PART B: MISCELLANEOUS

1. The Contractor shall take notice that, if this solicitation requires the establishment of an M/WBE Utilization Plan, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See §6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the M/WBE Utilization Plan.

2. Pursuant to DSBS rules, construction contracts that include a requirement for an M/WBE Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Section 6-108.1 of the Administrative Code of the City of New York.

3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and/or WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and/or WBEs in contracts.

4. Prospective contractors are encouraged to enter into qualified joint venture agreements with MBEs and/or WBEs as defined by Section 6-129(c)(30).

5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE Program requirements set forth herein and the pertinent provisions of Section 6-129, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE Program requirements of this Contract and pertinent provisions of Section 6-129, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of MBEs and/or WBEs to meet the required Participation Goals.

ARTICLE II. ENFORCEMENT

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.

2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any M/WBE Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering the Contractor an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.

3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to, any M/WBE Utilization Plan, Agency may determine that one of the following actions should be taken:

(a) Entering into an agreement with the Contractor allowing the Contractor to cure the violation;
(b) Revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
(c) Making a finding that the Contractor is in default of the Contract;
(d) Terminating the Contract;
(e) Declaring the Contractor to be in breach of Contract;
(f) Withholding payment or reimbursement;
(g) Determining not to renew the Contract;
(h) Assessing actual and consequential damages;
(i) Assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;
(j) Exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or
(k) Taking any other appropriate remedy.

4. If an M/WBE Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to fulfill its Participation Goals contained in its M/WBE Utilization Plan or the Participation Goals as modified by Agency pursuant to Article I, Part A, Section 11, Agency may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of work required to be awarded to MBE and/or WBE firms to meet the Participation Goals and the dollar amount the Contractor actually awarded and paid, and/or credited, to MBE and/or WBE firms. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the Participation Goals, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty. Agency may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6- 129, Agency shall notify the Commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE and/or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

7. The Contractor's record in implementing its M/WBE Utilization Plan shall be a factor in the evaluation of its performance. Whenever Agency determines that a Contractor's compliance with an M/WBE Utilization Plan has been unsatisfactory, Agency shall, after consultation with the City Chief Procurement Officer, file an advice of caution form for inclusion in VENDEX as caution data.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate, the day and year first above written, one copy to remain with the Commissioner, one copy to be filed with the Comptroller of the City of New York and one copy to be delivered to the Consultant.

THE CITY OF NEW YORK

By: _____
~~Deputy~~ Assoc. Commissioner

CONSULTANT: KAM Consultants Corp.

By: _____
Member of Firm or Officer of Corporation

Print Name: George Kouvaras

Title: President

EIN: 11-3068255

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of New York County of Queens ss:

On this 12th day of August, 2016 before me personally came George Kouvaris, who being by me duly sworn, did depose and say that he/she resides in the City of Port Washington, that he/she is the President of KAM CONSULTANTS CORP., the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

Notary Public or Commissioner of Deeds

VICTORIA AYO-VAUGHAN
Notary Public, State of New York
Registration #01AY5014042
Qualified in Queens County
Commission Expires July 15, 2019

ACKNOWLEDGMENT BY COMMISSIONER

State of New York County of Queens ss:

On this 12th day of August, 2016 before me personally came Mark Canu, to me known and known to me to be the Deputy Commissioner of the Department of Design and Construction of The City of New York, the person described as such in and who as such executed the foregoing instrument and he acknowledged to me that he executed the same as Deputy Commissioner for the purposes therein mentioned.

Notary Public or Commissioner of Deeds

VICTORIA AYO-VAUGHAN
Notary Public, State of New York
Registration #01AY5014042
Qualified in Queens County
Commission Expires July 15, 2019

EXHIBIT A

CONTRACT INFORMATION

Type of Services: Bulk Sampling and Laboratory Testing In Conjunction With Asbestos and Lead Abatement And The Assessment of Mold Within The Five Boroughs Of New York City

- Maximum Amount of Contract: (Addition of items below) — Not to Exceed $350,000.00
  - Estimated Amount for Sampling and Testing Services: — Not to Exceed $340,000.00
  - Allowance for Reimbursable Services: — Not to Exceed $10,000.00

- Contract Time Frame:
  - Contract Term: 1095 consecutive calendar days ("ccds")
  - Extension of Contract Term: 365 consecutive calendar days

- Insurance Requirements: General Provisions governing the Contract, including insurance coverage the Consultant and its Subconsultants are required to provide, are set forth in Appendix A. Appendix A is included as an Exhibit to the Contract. Insurance Requirements are set forth in Article 7 of Appendix A.

- Subcontracts: The Contractor is not permitted to enter into any subcontract(s) for services hereunder, except for Laboratory Testing Services and Reimbursable Services, as set forth in Article 6. Provisions regarding subcontracting, including the requirements for approval, are set forth in Appendix A. Appendix A is included as an Exhibit to the Contract.

- M/WBEs: To the extent practicable, the Consultant is encouraged to subcontract services to firms that have been certified by the Department of Small Business Services (DSBS) as minority-owned and women-owned business enterprises (MBEs and WBEs). A list of M/WBE firms may be obtained from the DSBS website at www.nyc.gov/getcertified, by emailing DSBS at MWBE@sbs.nyc.gov, by calling the DSBS certification hotline at (212) 513-6311, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS (as indicated above) in order to seek certification.

EXHIBIT B

AUTHORITY

MAYOR'S CERTIFICATE NO. CBX DATED
BUDGET DIRECTOR'S CERTIFICATE NO. DATED

APPROPRIATION
COMMISSIONER'S CERTIFICATE

In conformity with the provisions of Section 6-101of the Administrative Code of the City of New York, it is hereby certified that the estimated cost of the work, materials and supplies required by the within Contract, amounting to

Two Hundred Fourty-Eight Thousand, Six Hundred Dollars

Dollars ($ 248,600.00)

is chargeable to the fund of the Department of Design and Construction entitled Code

_____

_____

_____
Department of Design and Construction

I hereby certify that the specifications contained herein comply with the terms and conditions of the BUDGET.

Associate Commissioner

COMPTROLLER'S CERTIFICATE

The City of New York_____ _____

Pursuant to the provisions of Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above mentioned fund applicable to this Contract sufficient to pay the estimated expense of executing the same viz:

$_____

_____
Comptroller

EXHIBIT C

ALL INCLUSIVE HOURLY RATES

TITLES: Staffing requirements are set forth below. Such staffing requirements specify the titles of personnel which the Consultant will be required to provide through its own employees.

ALL INCLUSIVE HOURLY RATES: All Inclusive Hourly Rates for required titles of personnel are set forth below. Such All Inclusive Hourly Rates were submitted by the Consultant as its bid for the Contract. Such All Inclusive Hourly Rates are deemed to include all expenses incurred by the Consultant in the performance of all required services for the Project. The expenses deemed included in such All Inclusive Hourly Rates are set forth in Article 7. No increase in such rates shall be provided for services performed during non-regular business hours.

INCREASES IN ALL INCLUSIVE HOURLY RATES: The All Inclusive Hourly Rates set forth in this Exhibit C shall be subject to increases after the three year base term of the contract, as set forth in Article 7.

TITLE	ALL INCLUSIVE HOURLY RATE
Asbestos Investigator	_____
Lead Inspector/ Risk Assessor	_____
Mold Assessor	_____

EXHIBIT D

TESTING SERVICES AND UNIT PRICES

Testing Services and Unit Prices: The Consultant shall provide the testing services set forth in this Exhibit A. Payment for Testing Services shall be in accordance with the unit prices set forth on the following page. Such unit prices were submitted by the Consultant as its bid for the Contract. The Consultant shall not be entitled to any mark-up on unit prices for testing services.

Expenses Included: The expenses that are deemed included in the Unit Prices for Testing Services are set forth in Article 7.

Test Results and Laboratory Reports: Requirements for the submission of test results and Laboratory Reports are set forth in Article 6.

Other Testing Services: The Consultant may be directed to perform other types of tests or to provide other types of testing equipment. When so directed in writing, the Consultant shall provide such services or equipment as a Reimbursable Service.

Increases in Unit Prices: The Unit Prices set forth in this Exhibit shall be subject to increases after the three year base term of the Contract, as set forth in Article 7.

TESTING SERVICES FOR BULK SAMPLES

Item #	Description of Item	Analytical Method	Unit Price	Estimate of Quantities	Extended Amount
	(See Article 6)		(In Figures)		(In Figures)
Item # 1 (Article 6.7.5a)	Bulk Sample Analysis for Asbestos by Polarized Light Microscopy (Friable)	ELAP 198.1	_____ 2 hour (TAT)*		
Item # 2 (Article 6.7.5a)	Bulk Sample Analysis for Asbestos by Polarized Light Microscopy (Friable)	ELAP 198.1	_____ 12 hour TAT		
Item # 3 (Article 6.7.5b)	Bulk Sample Analysis for Asbestos by Polarized Light Microscopy (NOB)	ELAP 198.6	_____ 12 hour TAT		
Item # 4 (Article 6.7.5c)	Bulk Sample Analysis by Polarized Light Microscopy Method for Identifying & Quantitating Asbestos Sprayed-On Fireproofing Containing Vermiculite Bulk Samples	ELAP 198.8	_____ 4 days TAT		
Item # 5 (Article 6.7.5d)	Bulk Sample Analysis for Asbestos by Transmission Electron Microscopy (NOB)	ELAP 198.4	_____ 12 hour TAT		
Item # 6 (Article 6.7.5e)	Paint Chip Sample Analysis for LEAD by Flame Atomic Absorption Spectrophotometry	EPA Method 700B	_____ 12 hour TAT		
Item # 7 (Article 6.7.5f)	Soil Sample Analysis for LEAD by Flame Atomic Absorption Spectrophotometry	EPA Method 700B	_____ 2 hour TAT		
Item # 8 (Article 6.7.5g)	X-Ray Flourescence (XRF) Testing Instrumentation	N/A	_____ Per diem		

* Turn Around Time (TAT): TAT means the period of time within which the Consultant must report the results of a test by telephone, as well as by facsimile or email, to the DDC OEGS Representative. Such period of time shall commence when the sample is clocked in at the laboratory.

EXHIBIT E

SCHEDULE B: M/WBE UTILIZATION PLAN

SCHEDULE B: M/WBE UTILIZATION PLAN: The Consultant's M/WBE Utilization Plan is set forth on the following pages. Such M/WBE Utilization Plan was submitted by the Consultant as part of its proposal for the Contract

Not Applicable

EXHIBIT F

APPENDIX A

GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS, PROFESSIONAL, TECHNICAL, HUMAN AND CLIENT SERVICES

APPENDIX A

GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS, PROFESSIONAL, TECHNICAL, HUMAN AND CLIENT SERVICES

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APPENDIX A

GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS, PROFESSIONAL, TECHNICAL, HUMAN AND CLIENT SERVICES

ARTICLE 1 - DEFINITIONS

Section 1.01 Definitions

The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Agreement, be construed as follows, unless a different meaning is clear from the context:

A. "Agency Chief Contracting Officer" or "ACCO" shall mean the position delegated authority by the Agency Head to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the City Chief Procurement Officer.

B. "Agreement" shall mean the various documents, including this Appendix A, that constitute the contract between the Contractor and the City.

C. "City" shall mean The City of New York.

D. "City Chief Procurement Officer" or "CCPO" shall mean the position delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCOs.

E. "Commissioner" or "Agency Head" shall mean the head of the Department or his or her duly authorized representative. The term "duly authorized representative" shall include any person or persons acting within the limits of his or her authority.

F. "Comptroller" shall mean the Comptroller of the City of New York.

G. "Contractor" shall mean the entity entering into this Agreement with the Department.

H. "Days" shall mean calendar days unless otherwise specifically noted to mean business days.

I. "Department" or "Agency" shall mean the City agency that has entered into this Agreement.

J. "Law" or "Laws" shall mean the New York City Charter ("Charter"), the New York City Administrative Code ("Admin. Code"), a local rule of the City of New York, the Constitutions of the United States and the State of New York, a statute of the United States or of the State of New York and any ordinance, rule or regulation having the force of law and adopted pursuant thereto, as amended, and common law.

K. "Procurement Policy Board" or "PPB" shall mean the board established pursuant to Charter § 311 whose function is to establish comprehensive and consistent procurement policies and rules which have broad application throughout the City.

L. "PPB Rules" shall mean the rules of the Procurement Policy Board as set forth in Title 9 of the Rules of the City of New York ("RCNY"), § 1-01 et seq.

M. "State" shall mean the State of New York.

ARTICLE 2 - REPRESENTATIONS AND WARRANTIES

Section 2.01 Procurement of Agreement

A. The Contractor represents and warrants that no person or entity (other than an officer, partner, or employee working solely for the Contractor) has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other direct or indirect compensation. Notwithstanding the preceding sentence, the Contractor may retain consultants to draft proposals, negotiate contracts, and perform other similar services. The Contractor further represents and warrants that no payment, gift, or thing of value has been made, given, or promised to obtain this or any other agreement between the parties. The Contractor makes such representations and warranties to induce the City to enter into this Agreement and the City relies upon such

representations and warranties in the execution of this Agreement.

B. For any breach or violation of the representations and warranties set forth in Paragraph A above, the Commissioner shall have the right to annul this Agreement without liability, entitling the City to recover all monies paid to the Contractor; and the Contractor shall not make claim for, or be entitled to recover, any sum or sums due under this Agreement. The rights and remedies of the City provided in this Section are not exclusive and are in addition to all other rights and remedies allowed by Law or under this Agreement.

Section 2.02 Conflicts of Interest

A. The Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which conflicts in any manner or degree with the performance of this Agreement. The Contractor further represents and warrants that no person having such interest or possible interest shall be employed by or connected with the Contractor in the performance of this Agreement.

B. Consistent with Charter § 2604 and other related provisions of the Charter, the Admin. Code and the New York State Penal Law, no elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or other entity in which he or she is, directly or indirectly, interested; nor shall any such official, officer, employee, or person have any interest in, or in the proceeds of, this Agreement. This Paragraph B shall not prevent directors, officers, members, partners, or employees of the Contractor from participating in decisions relating to this Agreement where their sole personal interest is in the Contractor.

C. The Contractor shall not employ a person or permit a person to serve as a member of the Board of Directors or as an officer of the Contractor if such employment or service would violate Chapter 68 of the Charter.

D. through H. Not Used

Section 2.03 Fair Practices

A. The Contractor and each person signing on its behalf certifies, under penalties of perjury, that to the best of its, his or her knowledge and belief:

1. The prices and other material terms set forth in this Agreement have been arrived at independently, without collusion, consultation, communication, or agreement with any other bidder or proposer or with any competitor as to any matter relating to such prices or terms for the purpose of restricting competition;

2. Unless otherwise required by Law or where a schedule of rates or prices is uniformly established by a government agency through regulation, policy or directive, the prices and other material terms set forth in this Agreement which have been quoted in this Agreement and on the bid or proposal submitted by the Contractor have not been knowingly disclosed by the Contractor, directly or indirectly, to any other bidder or proposer or to any competitor prior to the bid or proposal opening; and

3. No attempt has been made or will be made by the Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.

B. The fact that the Contractor (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has sold the same items to other customers at the same prices and/or terms being bid or proposed, does not constitute, without more, a disclosure within the meaning of this Section.

Section 2.04 VENDEX

The Contractor represents and warrants that it and its principals have duly executed and filed all required VENDEX Questionnaires and, if applicable, Certificates of No Change, pursuant to PPB Rule § 2-08 and in accordance with the policies and procedures of the Mayor's Office of Contract Services. The Contractor understands that the Department's reliance upon the completeness and veracity of the information stated therein is a material condition to the execution of this Agreement, and represents and warrants that the information it and its principals have provided is accurate and complete.

Section 2.05 Political Activity

The Contractor's provision of services under this Agreement shall not include any partisan political activity or any activity to further the election or defeat of any candidate for public, political, or party office, nor shall any of the funds provided under this Agreement be used for such purposes.

Section 2.06 Religious Activity

There shall be no religious worship, instruction or proselytizing as part of or in connection with the Contractor's provision of services under this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

Section 2.07 Unlawful Discriminatory Practices: Admin. Code § 6-123

As required by Admin. Code § 6-123, the Contractor will not engage in any unlawful discriminatory practice as defined in and pursuant to the terms of Title 8 of the City Administrative Code. The Contractor shall include a provision in any agreement with a first-level subcontractor performing services under this Agreement for an amount in excess of Fifty Thousand Dollars ($50,000) that such subcontractor shall not engage in any such unlawful discriminatory practice.

Section 2.08 Bankruptcy and Reorganization

In the event that the Contractor files for bankruptcy or reorganization under Chapter Seven or Chapter Eleven of the United States Bankruptcy Code, the Contractor shall disclose such action to the Department within seven (7) Days of filing.

ARTICLE 3 - ASSIGNMENT AND SUBCONTRACTING

Section 3.01 Assignment

A. The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, or the right to execute it, or the right, title or interest in or to it or any part of it, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Agreement, without the prior written consent of the Commissioner. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. Any such assignment, transfer, conveyance or other disposition without such written consent shall be void.

B. Before entering into any such assignment, transfer, conveyance or other disposal of this Agreement, the Contractor shall submit a written request for approval to the Department giving the name and address of the proposed assignee. The proposed assignee's VENDEX questionnaire must be submitted within thirty (30) Days after the ACCO has granted preliminary written approval of the proposed assignee, if required. Upon the request of the Department, the Contractor shall provide any other information demonstrating that the proposed assignee has the necessary facilities, skill, integrity, past experience and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Agency shall make a final determination in writing approving or disapproving the assignee after receiving all requested information.

C. Failure to obtain the prior written consent to such an assignment, transfer, conveyance, or other disposition may result in the revocation and annulment of this Agreement, at the option of the Commissioner. The City shall thereupon be relieved and discharged from any further liability and obligation to the Contractor, its assignees, or transferees, who shall forfeit all monies earned under this Agreement, except so much as may be necessary to pay the Contractor's employees.

D. The provisions of this Section shall not hinder, prevent, or affect an assignment by the Contractor for the benefit of its creditors made pursuant to the Laws of the State.

E. This Agreement may be assigned, in whole or in part, by the City to any corporation, agency, or instrumentality having authority to accept such assignment. The City shall provide the Contractor with written notice of any such assignment.

Section 3.02 Subcontracting

A. The Contractor shall not enter into any subcontract for an amount greater than Five Thousand Dollars ($5,000) for the performance of its obligations, in whole or in part, under this Agreement without the prior approval by the Department of the subcontractor. The Department hereby grants approval for all subcontracts for an amount that does not exceed Five Thousand Dollars ($5,000). The Contractor must submit monthly reports to the Department indicating all such subcontractors. All subcontracts must be in writing.

B. Prior to entering into any subcontract for an amount greater than Five Thousand Dollars ($5,000), the Contractor shall submit a written request for the approval of the proposed subcontractor to the Department giving the name and address of the proposed subcontractor and the portion of the services that it is to perform and furnish. At the request of the Department, a copy of the proposed subcontract shall be submitted to the Department. The proposed subcontractor's VENDEX Questionnaire must be submitted, if required, within thirty (30) Days after the ACCO has granted preliminary approval of the proposed subcontractor. Upon the request of the Department, the Contractor shall provide any other information demonstrating that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Agency shall make a final determination in writing approving or disapproving the subcontractor after receiving all requested information. For proposed subcontracts that do not exceed Twenty-five Thousand Dollars ($25,000), the Department's approval shall be deemed granted if the Department does not issue a written approval or disapproval within forty-five (45) Days of the Department's receipt of the written request for approval or, if applicable, within forty-five (45) Days of the Department's acknowledged receipt of fully completed VENDEX Questionnaires for the subcontractor.

C. All subcontracts shall contain provisions specifying that:

1. The work performed by the subcontractor must be in accordance with the terms of the agreement between the City and the Contractor;

2. Nothing contained in the agreement between the Contractor and the subcontractor shall impair the rights of the City;

3. Nothing contained in the agreement between the Contractor and the subcontractor, or under the agreement between the City and the Contractor, shall create any contractual relation between the subcontractor and the City; and

4. The subcontractor specifically agrees to be bound by Section 4.07 and Article 5 of this Appendix A and specifically agrees that the City may enforce such provisions directly against the subcontractor as if the City were a party to the subcontract.

D. The Contractor agrees that it is as fully responsible to the Department for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by such subcontractors as it is for the acts and omissions of any person directly employed by it.

E. For determining the value of a subcontract, all subcontracts with the same subcontractor shall be aggregated.

F. The Department may revoke the approval of a subcontractor granted or deemed granted pursuant to Paragraphs (A) and (B) of this section if revocation is deemed to be in the interest of the City in writing on no less than ten (10) Days' notice unless a shorter period is warranted by considerations of health, safety, integrity issues or other similar factors. Upon the effective date of such revocation, the Contractor shall cause the subcontractor to cease all work under the Agreement. The City shall not incur any further obligation for services performed by such subcontractor pursuant to this Agreement beyond the effective date of the revocation. The City shall pay for services provided by the subcontractor in accordance with this Agreement prior to the effective date of revocation.

G. The Department's approval of a subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Agreement. At the request of the Department, the Contractor shall provide the Department a copy of any subcontract.

H. Individual employer-employee contracts are not subcontracts subject to the requirements of this Section.

ARTICLE 4 - LABOR PROVISIONS

Section 4.01 Independent Contractor Status

The Contractor and the Department agree that the Contractor is an independent contractor and not an employee of the Department or the City. Accordingly, neither the Contractor nor its employees or agents will hold themselves out as, or claim to be, officers or employees of the City, or of any department, agency or unit of the City, by reason of this Agreement, and they will not, by reason of this Agreement, make any claim, demand or application to or for any right or benefit applicable to an officer or employee of the City, including, but not limited to, Workers' Compensation coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage or employee retirement membership or credit.

Section 4.02 Employees

All persons who are employed by the Contractor and all consultants or independent contractors who are retained by the Contractor to perform services under this Agreement are neither employees of the City nor under contract with the City. The Contractor, and not the City, is responsible for their work, direction, compensation, and personal conduct while engaged under this Agreement. Nothing in the Agreement shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Contractor, or any officer, employee, or agent of the Contractor, or for taxes of any nature, or for any right or benefit applicable to an officer or employee of the City, including, but not limited to, Workers' Compensation coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage or employee retirement membership or credit. Except as specifically stated in this Agreement, nothing in this Agreement shall impose any liability or duty on the City to any person or entity.

Section 4.03 Removal of Individuals Performing Work

The Contractor shall not have anyone perform work under this Agreement who is not competent, faithful and skilled in the work for which he or she shall be employed. Whenever the Commissioner shall inform the Contractor, in writing, that any individual is, in his or her opinion, incompetent, unfaithful, or unskilled, such individual shall no longer perform work under this Agreement. Prior to making a determination to direct a Contractor that an individual shall no longer perform work under this Agreement, the Commissioner shall provide the Contractor an opportunity to be heard on no less than five (5) Days written notice. The Commissioner may direct the Contractor not to allow the individual from performing work under the Agreement pending the opportunity to be heard and the Commissioner's determination.

Section 4.04 Minimum Wage

Except for those employees whose minimum wage is required to be fixed pursuant to Sections 220 or 230 of the New York State Labor Law or by City Administrative Code § 6-109, all persons employed by the Contractor in the performance of this Agreement shall be paid, without subsequent deduction or rebate, unless expressly authorized by Law, not less than the minimum wage as prescribed by Law. Any breach of this Section shall be deemed a material breach of this Agreement.

Section 4.05 Non-Discrimination: New York State Labor Law § 220-e

A. If this Agreement is for the construction, alteration or repair of any public building or public work or for the manufacture, sale, or distribution of materials, equipment, or supplies, the Contractor agrees, as required by New York State Labor Law § 220-e, that:

1. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, neither the Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

2. Neither the Contractor, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, disability, sex or national origin;

3. There may be deducted from the amount payable to the Contractor by the City under this

Agreement a penalty of Fifty Dollars ($50) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement; and

4. This Agreement may be terminated by the City, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Section.

B. The provisions of this Section shall be limited to operations performed within the territorial limits of the State of New York.

Section 4.06 Non-Discrimination: Admin. Code § 6-108

If this Agreement is for the construction, alteration or repair of buildings or the construction or repair of streets or highways, or for the manufacture, sale, or distribution of materials, equipment or supplies, the Contractor agrees, as required by New York City Administrative Code § 6-108, that:

A. It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a contract with the City or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a contract with the City to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

B. It shall be unlawful for any person or any servant, agent or employee of any person, described in Paragraph A above, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color, creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

C. Breach of the foregoing provisions shall be deemed a breach of a material provision of this Agreement.

D. Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Section shall, upon conviction thereof, be punished by a fine of not more than One Hundred Dollars ($100) or by imprisonment for not more than thirty (30) Days, or both.

Section 4.07 Non-Discrimination: E.O. 50 -- Equal Employment Opportunity

A. This Agreement is subject to the requirements of City Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules set forth at 66 RCNY § 10-01 et seq. No agreement will be awarded unless and until these requirements have been complied with in their entirety. The Contractor agrees that it:

1. Will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

2. Will not discriminate unlawfully in the selection of subcontractors on the basis of the owners', partners' or shareholders' race, color, creed, national origin, sex, age, disability, marital status, sexual orientation, or citizenship status;

3. Will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, color, creed, national origin, sex, age, disability, marital status, sexual orientation or citizenship status, and that it is an equal employment opportunity employer;

4. Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder;

5. Will furnish before this Agreement is awarded all information and reports including an Employment Report which are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the City Department of Small Business Services, Division of Labor Services ("DLS"); and

6. Will permit DLS to have access to all relevant books, records, and accounts for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

B. The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of

this Agreement or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Agreement and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, the Director of DLS may direct the Commissioner to impose any or all of the following sanctions:

1. Disapproval of the Contractor; and/or
2. Suspension or termination of the Agreement; and/or
3. Declaring the Contractor in default; and/or
4. In lieu of any of the foregoing sanctions, imposition of an employment program.

C. Failure to comply with E.O. 50 and the rules and regulations promulgated thereunder in one or more instances may result in the Department declaring the Contractor to be non-responsible.

D. The Contractor agrees to include the provisions of the foregoing Paragraphs in every subcontract or purchase order in excess of One Hundred Thousand Dollars ($100,000) to which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of DLS as a means of enforcing such provisions including sanctions for noncompliance. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor or vendor for purposes of this Paragraph.

E. The Contractor further agrees that it will refrain from entering into any subcontract or modification thereof subject to E.O. 50 and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor for purposes of this Paragraph.

F. Nothing contained in this Section shall be construed to bar any religious or denominational institution or organization, or any organization operated for charitable or educational purposes, that is operated, supervised or controlled by or in connection with a religious organization, from lawfully limiting employment or lawfully giving preference to persons of the same religion or denomination or from lawfully making such selection as is calculated by such organization to promote the religious principles for which it is established or maintained.

ARTICLE 5 - RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS

Section 5.01 Books and Records

The Contractor agrees to maintain separate and accurate books, records, documents and other evidence, and to utilize appropriate accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

Section 5.02 Retention of Records

The Contractor agrees to retain all books, records, and other documents relevant to this Agreement, including those required pursuant to Section 5.01, for six years after the final payment or expiration or termination of this Agreement, or for a period otherwise prescribed by Law, whichever is later. In addition, if any litigation, claim, or audit concerning this Agreement has commenced before the expiration of the six-year period, the records must be retained until the completion of such litigation, claim, or audit. Any books, records and other documents that are created in an electronic format in the regular course of business may be retained in an electronic format. Any books, records, and other documents that are created in the regular course of business as a paper copy may be retained in an electronic format provided that the records satisfy the requirements of New York Civil Practice Law and Rules ("CPLR") 4539(b), including the requirement that the reproduction is created in a manner "which does not permit additions, deletions, or changes without leaving a record of such additions, deletions, or changes." Furthermore, the Contractor agrees to waive any objection to the admissibility of any such books, records or other documents on the grounds that such documents do not satisfy CPLR 4539(b).

Section 5.03 Inspection

A. At any time during the Agreement or during the record retention period set forth in section 5.02, the City, including the Department and the Department's Office of the Inspector General, as well as City, State and federal auditors and any other persons duly authorized by the City shall, upon reasonable notice, have full access to and the right to examine and copy all books, records, and other documents maintained or retained by or on behalf of the Contractor pursuant to this Article. Notwithstanding any provision herein regarding notice of inspection, all books, records and other documents of the Contractor kept pursuant to this Agreement shall be subject to immediate inspection, review, and copying by the Department's Office of the Inspector General and/or the Comptroller without prior notice and at no additional cost to the City. The Contractor shall make such books, records and other documents available for inspection in the City of New York or shall reimburse the City for expenses associated with the out-of-City inspection.

B. The Department shall have the right to have representatives of the Department or of the City, State or federal government present to observe the services being performed.

C. The Contractor shall not be entitled to final payment until the Contractor has complied with any request for inspection or access given under this Section.

Section 5.04 Audit

A. This Agreement and all books, records, documents, and other evidence required to be maintained or retained pursuant to this Agreement, including all vouchers or invoices presented for payment and the books, records, and other documents upon which such vouchers or invoices are based (e.g., reports, cancelled checks, accounts, and all other similar material), are subject to audit by (i) the City, including the Comptroller, the Department, and the Department's Office of the Inspector General, (ii) the State, (iii) the federal government, and (iv) other persons duly authorized by the City. Such audits may include examination and review of the source and application of all funds whether from the City, the State, the federal government, private sources or otherwise.

B. Audits by the City, including the Comptroller, the Department, and the Department's Office of the Inspector General, are performed pursuant to the powers and responsibilities conferred by the Charter and the Admin. Code, as well as all orders, rules, and regulations promulgated pursuant to the Charter and Admin. Code.

C. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the Department and by the Comptroller in the exercise of his/her powers under Law.

D. The Contractor shall not be entitled to final payment until the Contractor has complied with the requirements of this Section.

Section 5.05 No Removal of Records from Premises

Where performance of this Agreement involves use by the Contractor of any City books, records, documents, or data (in hard copy, or electronic or other format now known or developed in the future) at City facilities or offices, the Contractor shall not remove any such data (in the format in which it originally existed, or in any other converted or derived format) from such facility or office without the prior written approval of the Department's designated official. Upon the request by the Department at any time during the Agreement or after the Agreement has expired or terminated, the Contractor shall return to the Department any City books, records, documents, or data that has been removed from City premises.

Section 5.06 Electronic Records

As used in this Appendix A, the terms books, records, documents, and other data refer to electronic versions as well as hard copy versions.

Section 5.07 Investigations Clause

A. The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State or City agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in

interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

B. 1. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, or State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the Laws of the State, or;

2. If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

C. 1. The Commissioner or Agency Head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) Days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

2. If any non-governmental party to the hearing requests an adjournment, the Commissioner or Agency Head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to Paragraph E below without the City incurring any penalty or damages for delay or otherwise.

D. The penalties that may attach after a final determination by the Commissioner or Agency Head may include but shall not exceed:

1. The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

2. The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

E. The Commissioner or Agency Head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Paragraphs (1) and (2) below. He or she may also consider, if relevant and appropriate, the criteria established in Paragraphs (3) and (4) below, in addition to any other information that may be relevant and appropriate:

1. The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

2. The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

3. The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

4. The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Paragraph D above, provided that the party or entity has given actual notice to the Commissioner or Agency Head upon the acquisition of the interest, or at the hearing called for in

Paragraph (C)(1) above gives notice and proves that such interest was previously acquired. Under either circumstance, the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

F. Definitions

1. The term "license" or "permit" as used in this Section shall be defined as a license, permit, franchise, or concession not granted as a matter of right.

2. The term "person" as used in this Section shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

3. The term "entity" as used in this Section shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City, or otherwise transacts business with the City.

4. The term "member" as used in this Section shall be defined as any person associated with another person or entity as a partner, director, officer, principal, or employee.

G. In addition to and notwithstanding any other provision of this Agreement, the Commissioner or Agency Head may in his or her sole discretion terminate this Agreement upon not less than three (3) Days written notice in the event the Contractor fails to promptly report in writing to the City Commissioner of Investigation any solicitation of money, goods, requests for future employment or other benefits or thing of value, by or on behalf of any employee of the City or other person or entity for any purpose that may be related to the procurement or obtaining of this Agreement by the Contractor, or affecting the performance of this Agreement.

Section 5.08 Confidentiality

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Agreement. The Contractor agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of the Department. The Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. In the event that the data contains social security numbers or other Personal Identifying Information, as such term is defined in Paragraph B of this Section, the Contractor shall utilize best practice methods (e.g., encryption of electronic records) to protect the confidentiality of such data. The obligation under this Section to hold reports, information or data confidential shall not apply where the City would be required to disclose such reports, information or data pursuant to the State Freedom of Information Law ("FOIL"), provided that the Contractor provides advance notice to the City, in writing or by e-mail, that it intends to disclose such reports, information or data and the City does not inform the contractor, in writing or by e-mail, that such reports, information, or data are not subject to disclosure under FOIL.

B. The Contractor shall provide notice to the Department within three (3) Days of the discovery by the Contractor of any breach of security, as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by the Contractor that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 ("Personal Identifying Information"), where such breach of security arises out of the acts or omissions of the Contractor or its employees, subcontractors, or agents. Upon the discovery of such security breach, the Contractor shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the Department of such steps. In the event of such breach of security, without limiting any other right of the City, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any Law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The City shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Department shall provide the Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the City's discretion, or if monies remaining to be earned or paid under this Agreement are insufficient to cover the costs detailed above, the Contractor shall pay directly for the costs, detailed above, if any.

C. The Contractor shall restrict access to confidential information to persons who have a legitimate work related purpose to access such information. The Contractor agrees that it will instruct its officers, employees, and agents to

maintain the confidentiality of any and all information required to be kept confidential by this Agreement.

D. The Contractor, and its officers, employees, and agents shall notify the Department, at any time either during or after completion or termination of this Agreement, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Agreement at least twenty-four (24) hours prior to any statement to the press or at least five (5) business Days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Section 5.08.

E. At the request of the Department, the Contractor shall return to the Department any and all confidential information in the possession of the Contractor or its subcontractors. If the Contractor or its subcontractors are legally required to retain any confidential information, the Contractor shall notify the Department in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. The Contractor shall confer with the Department, in good faith, regarding any issues that arise from the Contractor retaining such confidential information. If the Department does not request such information, or the Law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in Section 5.02.

F. A breach of this Section shall constitute a material breach of this Agreement for which the Department may terminate this Agreement pursuant to Article 10. The Department reserves any and all other rights and remedies in the event of unauthorized disclosure.

ARTICLE 6 - COPYRIGHTS, PATENTS, INVENTIONS, AND ANTITRUST

Section 6.01 Copyrights

A. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the City.

B. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the City. The Department may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the Department and set forth in the license.

C. The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.

D. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright Law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the City upon execution of this Agreement.

E. If the services under this Agreement are supported by a federal grant of funds, the federal and State government reserves a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for federal or State government purposes, the copyright in any Copyrightable Materials developed under this Agreement.

F. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish,

or otherwise use such work for City governmental purposes.

Section 6.02 Patents and Inventions

The Contractor shall promptly and fully report to the Department any discovery or invention arising out of or developed in the course of performance of this Agreement. If the services under this Agreement are supported by a federal grant of funds, the Contractor shall promptly and fully report to the federal government for the federal government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

Section 6.03 Pre-existing Rights

In no case shall Sections 6.01 and 6.02 apply to, or prevent the Contractor from asserting or protecting its rights in any discovery, invention, report, document, data, photograph, deliverable, or other material in connection with or produced pursuant to this Agreement that existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

Section 6.04 Antitrust

The Contractor hereby assigns, sells, and transfers to the City all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State or of the United States relating to the particular goods or services procured by the City under this Agreement.

ARTICLE 7 - INSURANCE

Section 7.01 Agreement to Insure

The Contractor shall not commence performing services under this Agreement unless and until all insurance required by this Article is in effect, and shall ensure continuous insurance coverage in the manner, form, and limits required by this Article throughout the term of the Agreement.

Section 7.02 Commercial General Liability Insurance

A. The Contractor shall maintain Commercial General Liability Insurance covering the Contractor as Named Insured and the City as an Additional Insured in the amount of at least One Million Dollars ($1,000,000) per occurrence. Such insurance shall protect the City and the Contractor from claims for property damage and/or bodily injury, including death that may arise from any of the operations under this Agreement. Coverage under this insurance shall be at least as broad as that provided by the most recently issued Insurance Services Office ("ISO") Form CG 0001, and shall be "occurrence" based rather than "claims-made."

B. Such Commercial General Liability Insurance shall name the City, together with its officials and employees, as an Additional Insured with coverage at least as broad as the most recently issued ISO Form CG 20 10.

Section 7.03 Professional Liability Insurance

A. At the Department's direction, if professional services are provided pursuant to this Agreement, the Contractor shall maintain and submit evidence of Professional Liability Insurance appropriate to the type(s) of such services to be provided under this Agreement in the amount of at least One Million Dollars ($1,000,000) per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Agreement arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor or anyone employed by the Contractor.

B. All subcontractors of the Contractor providing professional services under this Agreement for which Professional Liability Insurance is reasonably commercially available shall also maintain Professional Liability Insurance in the amount of at least One Million Dollars ($1,000,000) per claim, and the Contractor shall provide to the Department, at the time of the request for subcontractor approval, evidence of such Professional Liability Insurance on forms acceptable to

the Department.

C. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

Section 7.04 Workers' Compensation, Disability Benefits, and Employer's Liability Insurance

The Contractor shall maintain, and ensure that each subcontractor maintains, Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability Insurance in accordance with the Laws of the State on behalf of, or with regard to, all employees providing services under this Agreement.

Section 7.05 Unemployment Insurance

To the extent required by Law, the Contractor shall provide Unemployment Insurance for its employees.

Section 7.06 Business Automobile Liability Insurance

A. If vehicles are used in the provision of services under this Agreement, then the Contractor shall maintain Business Automobile Liability insurance in the amount of at least One Million Dollars ($1,000,000) each accident combined single limit for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as the most recently issued ISO Form CA0001.

B. If vehicles are used for transporting hazardous materials, the Business Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

Section 7.07 General Requirements for Insurance Coverage and Policies

A. All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A- / "VII" or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the City Law Department.

B. All insurance policies shall be primary (and non-contributing) to any insurance or self-insurance maintained by the City.

C. The Contractor shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.

D. There shall be no self-insurance program with regard to any insurance required under this Article unless approved in writing by the Commissioner. Any such self-insurance program shall provide the City with all rights that would be provided by traditional insurance required under this Article, including but not limited to the defense obligations that insurers are required to undertake in liability policies.

E. The City's limits of coverage for all types of insurance required under this Article shall be the greater of (i) the minimum limits set forth in this Article or (ii) the limits provided to the Contractor as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

Section 7.08 Proof of Insurance

A. For Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability Insurance, the Contractor shall file one of the following within ten (10) Days of award of this Agreement. ACORD forms are not acceptable proof of workers' compensation coverage.

1. C-105.2 Certificate of Workers' Compensation Insurance;
2. U-26.3 -- State Insurance Fund Certificate of Workers' Compensation Insurance;
3. Request for WC/DB Exemption (Form CE-200);

4. Equivalent or successor forms used by the New York State Workers' Compensation Board; or

5. Other proof of insurance in a form acceptable to the City.

B. For each policy required under this Agreement, except for Workers' Compensation Insurance, Disability Benefits Insurance, Employer's Liability Insurance, and Unemployment Insurance, the Contractor shall file a Certificate of Insurance with the Department within ten (10) Days of award of this Agreement. All Certificates of Insurance shall be (a) in a form acceptable to the City and certify the issuance and effectiveness of such policies of insurance, each with the specified minimum limits; and (b) accompanied by the endorsement in the Contractor's general liability policy by which the City has been made an additional insured pursuant to Section 7.02(B). All Certificate(s) of Insurance shall be accompanied by the required additional insured endorsement and either a duly executed "Certification by Insurance Broker or Agent" in the form attached to this Appendix A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If complete policies have not yet been issued, binders are acceptable, until such time as the complete policies have been issued, at which time such policies shall be submitted.

C. Certificates of Insurance confirming renewals of insurance shall be submitted to the Commissioner prior to the expiration date of coverage of policies required under this Article. Such Certificates of Insurance shall comply with the requirements of Section 7.08 (A) and Section 7.08(B), as applicable.

D. The Contractor shall provide the City with a copy of any policy required under this Article upon the demand for such policy by the Commissioner or the New York City Law Department.

E. Acceptance by the Commissioner of a certificate or a policy does not excuse the Contractor from maintaining policies consistent with all provisions of this Article (and ensuring that subcontractors maintain such policies) or from any liability arising from its failure to do so.

F. In the event the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article shall expire or be cancelled or terminated for any reason, the Contractor shall immediately forward a copy of such notice to both the Commissioner [insert Agency name and appropriate address], and the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007.

Section 7.09 Miscellaneous

A. Whenever notice of loss, damage, occurrence, accident, claim or suit is required under a general liability policy maintained in accordance with this Article, the Contractor shall provide the insurer with timely notice thereof on behalf of the City. Such notice shall be given even where the Contractor may not have coverage under such policy (for example, where one of Contractor's employees was injured). Such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured" and contain the following information: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged, or lost; and the title of the claim or suit, if applicable. The Contractor shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007. If the Contractor fails to comply with the requirements of this paragraph, the Contractor shall indemnify the City for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City.

B. The Contractor's failure to maintain any of the insurance required by this Article shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

C. Insurance coverage in the minimum amounts required in this Article shall not relieve the Contractor or its subcontractors of any liability under this Agreement, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or Law.

D. The Contractor waives all rights against the City, including its officials and employees for any damages or losses that are covered under any insurance required under this Article (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Contractor and/or its subcontractors in the performance of this Agreement.

E. In the event the Contractor requires any subcontractor to procure insurance with regard to any operations

under this Agreement and requires such subcontractor to name the Contractor as an additional insured under such insurance, the Contractor shall ensure that such entity also name the City, including its officials and employees, as an additional insured with coverage at least as broad as the most recently issued ISO form CG 20 26.

ARTICLE 8 - PROTECTION OF PERSONS AND PROPERTY AND INDEMNIFICATION

Section 8.01 Reasonable Precautions

The Contractor shall take all reasonable precautions to protect all persons and the property of the City and of others from damage, loss or injury resulting from the Contractor's and/or its subcontractors' operations under this Agreement.

Section 8.02 Protection of City Property

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, where such loss or damage is caused by any tortious act, or failure to comply with the provisions of this Agreement or of Law by the Contractor, its officers, employees, agents or subcontractors.

Section 8.03 Indemnification

The Contractor shall defend, indemnify and hold the City, its officers and employees harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages on account of any injuries or death to any person or damage to any property and from costs and expenses to which the City, its officers and employees may be subjected or which it may suffer or incur allegedly arising out of or in connection with any operations of the Contractor and/or its subcontractors to the extent resulting from any negligent act of commission or omission, any intentional tortious act, or failure to comply with the provisions of this Agreement or of the Laws. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

Section 8.04 Infringement Indemnification

The Contractor shall defend, indemnify and hold the City harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages and from costs and expenses to which the City may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the Contractor and/or its subcontractors in the performance of this Agreement. The Contractor shall defend, indemnify, and hold the City harmless regardless of whether or not the alleged infringement arises out of compliance with the Agreement's scope of services/scope of work. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

Section 8.05 Indemnification Obligations Not Limited By Insurance Obligation

The indemnification provisions set forth in this Article shall not be limited in any way by the Contractor's obligations to obtain and maintain insurance as provided in this Agreement.

Section 8.06 Actions By or Against Third Parties

A. In the event any claim is made or any action brought in any way relating to Agreement, other than an action between the City and the Contractor, the Contractor shall diligently render to the City without additional compensation all assistance which the City may reasonably require of the Contractor.

B. The Contractor shall report to the Department in writing within five (5) business Days of the initiation by or against the Contractor of any legal action or proceeding in connection with or relating to this Agreement.

Section 8.07 Withholding of Payments

A. In the event that any claim is made or any action is brought against the City for which the Contractor may be required to indemnify the City pursuant to this Agreement, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the said claim or action.

B. In the event that any City property is lost or damaged as set forth in Section 8.02, except for normal wear and tear, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover such loss or damage.

C. The City shall not, however, impose a setoff in the event that an insurance company that provided liability insurance pursuant to Article 7 above has accepted the City's tender of the claim or action without a reservation of rights.

D. The Department may, at its option, withhold for purposes of set-off any monies due to the Contractor under this Agreement up to the amount of any disallowances or questioned costs resulting from any audits of the Contractor or to the amount of any overpayment to the Contractor with regard to this Agreement.

E. The rights and remedies of the City provided for in this Section shall not be exclusive and are in addition to any other rights and remedies provided by Law or this Agreement.

Section 8.08 No Third Party Rights

The provisions of this Agreement shall not be deemed to create any right of action in favor of third parties against the Contractor or the City or their respective officers and employees.

ARTICLE 9 - CONTRACT CHANGES

Section 9.01 Contract Changes

Changes to this Agreement may be made only as duly authorized by the ACCO or his or her designee and in accordance with the PPB Rules. Any amendment or change to this Agreement shall not be valid unless made in writing and signed by authorized representatives of both parties. Contractors deviating from the requirements of this Agreement without a duly approved and executed change order document, or written contract modification or amendment, do so at their own risk.

Section 9.02 Changes Through Fault of Contractor

In the event that any change is required in the data, documents, deliverables, or other services to be provided under this Agreement because of negligence or error of the Contractor, no additional compensation shall be paid to the Contractor for making such change, and the Contractor is obligated to make such change without additional compensation.

ARTICLE 10 - TERMINATION, DEFAULT, AND REDUCTIONS IN FUNDING

Section 10.01 Termination by the City Without Cause

A. The City shall have the right to terminate this Agreement, in whole or in part, without cause, in accordance with the provisions of Section 10.05.

B. If the City terminates this Agreement pursuant to this Section, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date set by the City pursuant to Section 10.05. The City shall pay for services provided in accordance with this Agreement prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

Section 10.02 Reductions in Federal, State and/or City Funding

A. This Agreement is funded in whole or in part by funds secured from the federal, State and/or City governments. Should there be a reduction or discontinuance of such funds by action of the federal, State and/or City governments, the City shall have, in its sole discretion, the right to terminate this Agreement in whole or in part, or to reduce the funding and/or level of services of this Agreement caused by such action by the federal, State and/or City governments, including, in the case of the reduction option, but not limited to, the reduction or elimination of programs, services or service components; the reduction or elimination of contract-reimbursable staff or staff-hours, and corresponding reductions in the budget of this Agreement and in the total amount payable under this Agreement. Any reduction in funds pursuant to this Section shall be accompanied by an appropriate reduction in the services performed under this Agreement.

B. In the case of the reduction option referred to in Paragraph A, above, any such reduction shall be effective as of the date set forth in a written notice thereof to the Contractor, which shall be not less than thirty (30) Days from the date of such notice. Prior to sending such notice of reduction, the Department shall advise the Contractor that such option is being exercised and afford the Contractor an opportunity to make within seven (7) Days any suggestion(s) it may have as to which program(s), service(s), service component(s), staff or staff-hours might be reduced or eliminated, provided, however, that the Department shall not be bound to utilize any of the Contractor's suggestions and that the Department shall have sole discretion as to how to effectuate the reductions.

C. If the City reduces funding pursuant to this Section, the following provisions apply. The City shall pay for services provided in accordance with this Agreement prior to the reduction date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of reduction and falling due after the reduction date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

D. To the extent that the reduction in public funds is a result of the State determining that the Contractor may receive medical assistance funds pursuant to title eleven of article five of the Social Services Law to fund the services contained within the scope of a program under this Agreement, then the notice and effective date provisions of this section shall not apply, and the Department may reduce such public funds authorized under this Agreement by informing the Contractor of the amount of the reduction and revising attachments to this agreement as appropriate.

Section 10.03 Contractor Default

A. The City shall have the right to declare the Contractor in default:

1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;

2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;

3. If the Contractor refuses or fails to proceed with the services under the Agreement when and as directed by the Commissioner;

4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:

a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;

b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;

c. a criminal violation of any state or federal antitrust law;

d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or

f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City vendor.

5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

B. The right to declare the Contractor in default shall be exercised by sending the Contractor a written notice of the conditions of default, signed by the Commissioner, setting forth the ground or grounds upon which such default is declared ("Notice to Cure"). The Contractor shall have ten (10) Days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default. The Commissioner may temporarily suspend services under the Agreement pending the outcome of the default proceedings pursuant to this Section.

C. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Commissioner may declare the Contractor in default pursuant to this Section. Before the Commissioner may exercise his or her right to declare the Contractor in default, the Commissioner shall give the Contractor an opportunity to be heard upon not less than five (5) business Days' notice. The Commissioner may, in his or her discretion, provide for such opportunity to be in writing or in person. Such opportunity to be heard shall not occur prior to the end of the cure period but notice of such opportunity to be heard may be given prior to the end of the cure period and may be given contemporaneously with the Notice to Cure.

D. After the opportunity to be heard, the Commissioner may terminate the Agreement, in whole or in part, upon finding the Contractor in default pursuant to this Section, in accordance with the provisions of Section 10.05.

E. The Commissioner, after declaring the Contractor in default, may have the services under the Agreement completed by such means and in such manner, by contract with or without public letting, or otherwise, as he or she may deem advisable in accordance with applicable PPB Rules. After such completion, the Commissioner shall certify the expense incurred in such completion, which shall include the cost of re-letting. Should the expense of such completion, as certified by the Commissioner, exceed the total sum which would have been payable under the Agreement if it had been completed by the Contractor, any excess shall be promptly paid by the Contractor upon demand by the City. The excess expense of such completion, including any and all related and incidental costs, as so certified by the Commissioner, and any liquidated damages assessed against the Contractor, may be charged against and deducted out of monies earned by the Contractor.

Section 10.04 Force Majeure

A. For purposes of this Agreement, a force majeure event is an act or event beyond the control and without any fault or negligence of the Contractor ("Force Majeure Event"). Such events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor.

B. In the event the Contractor cannot comply with the terms of the Agreement (including any failure by the Contractor to make progress in the performance of the services) because of a Force Majeure Event, then the Contractor may ask the Commissioner to excuse the nonperformance and/or terminate the Agreement. If the Commissioner, in his or her reasonable discretion, determines that the Contractor cannot comply with the terms of the Agreement because of a Force Majeure Event, then the Commissioner shall excuse the nonperformance and may terminate the Agreement. Such a termination shall be deemed to be without cause.

C. If the City terminates the Agreement pursuant to this Section, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date. The City shall pay for services provided in accordance with this Agreement prior to the termination date. Any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination

date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

Section 10.05 Procedures for Termination

A. The Department and/or the City shall give the Contractor written notice of any termination of this Agreement. Such notice shall specify the applicable provision(s) under which the Agreement is terminated and the effective date of the termination. Except as otherwise provided in this Agreement, the notice shall comply with the provisions of this Section. For termination without cause, the effective date of the termination shall not be less than ten (10) Days from the date the notice is personally delivered, or fifteen (15) Days from the date the notice is either sent by certified mail, return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope. In the case of termination for default, the effective date of the termination shall be as set forth above for a termination without cause or such earlier date as the Commissioner may determine. If the City terminates the Agreement in part, the Contractor shall continue the performance of the Agreement to the extent not terminated.

B. Upon termination or expiration of this Agreement, the Contractor shall comply with the City close-out procedures, including but not limited to:

1. Accounting for and refunding to the Department, within forty-five (45) Days, any unexpended funds which have been advanced to the Contractor pursuant to this Agreement;

2. Furnishing within forty-five (45) Days an inventory to the Department of all equipment, appurtenances and property purchased through or provided under this Agreement and carrying out any Department or City directive concerning the disposition of such equipment, appurtenances and property;

3. Turning over to the Department or its designees all books, records, documents and material specifically relating to this Agreement that the Department has requested be turned over;

4. Submitting to the Department, within ninety (90) Days, a final statement and report relating to the Agreement. The report shall be made by a certified public accountant or a licensed public accountant; and

5. Providing reasonable assistance to the Department in the transition, if any, to a new contractor.

Section 10.06 Miscellaneous Provisions

A. The Commissioner, in addition to any other powers set forth in this Agreement or by operation of Law, may suspend, in whole or in part, any part of the services to be provided under this Agreement whenever in his or her judgment such suspension is required in the best interest of the City. If the Commissioner suspends this Agreement pursuant to this Section, the City shall not incur or pay any further obligation pursuant to this Agreement beyond the suspension date until such suspension is lifted. The City shall pay for services provided in accordance with this Agreement prior to the suspension date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of suspension and falling due during the suspension period shall be paid by the City in accordance with the terms of this Agreement.

B. Notwithstanding any other provisions of this Agreement, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of the Contractor's breach of the Agreement, and the City may withhold payments to the Contractor for the purpose of set-off in the amount of damages due to the City from the Contractor.

C. The rights and remedies of the City provided in this Article shall not be exclusive and are in addition to all other rights and remedies provided by Law or under this Agreement.

ARTICLE 11 - PROMPT PAYMENT AND ELECTRONIC FUNDS TRANSFER

Section 11.01 Prompt Payment

A. The prompt payment provisions of PPB Rule § 4-06 are applicable to payments made under this Agreement. The provisions generally require the payment to the Contractor of interest on payments made after the required

payment date, as set forth in the PPB Rules.

B. The Contractor shall submit a proper invoice to receive payment, except where the Agreement provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

C. Determination of interest due will be made in accordance with the PPB Rules and the applicable rate of interest shall be the rate in effect at the time of payment.

Section 11.02 Electronic Funds Transfer

A. In accordance with Admin. Code § 6-107.1, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Agreement, the Contractor shall designate one financial institution or other authorized payment agent and shall complete the "EFT Vendor Payment Enrollment Form" available from the Agency or at http://www.nyc.gov/dof in order to provide the commissioner of the Department of Finance with information necessary for the Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this Agreement. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by Law.

B. The Agency Head may waive the application of the requirements of this Section to payments on contracts entered into pursuant to Charter § 315. In addition, the commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the Agency may waive the requirements of this Section for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the best interest of the City.

C. This Section is applicable to contracts valued at Twenty-Five Thousand Dollars ($25,000) and above.

ARTICLE 12 - CLAIMS

Section 12.01 Choice of Law

This Agreement shall be deemed to be executed in the City and State of New York, regardless of the domicile of the Contractor, and shall be governed by and construed in accordance with the Laws of the State of New York (notwithstanding New York choice of law or conflict of law principles) and the Laws of the United States, where applicable.

Section 12.02 Jurisdiction and Venue

The parties agree that any and all claims asserted by or against the City arising under or related to this Agreement shall solely be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. The parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum. If the Contractor initiates any action in breach of this Section, the Contractor shall be responsible for and shall promptly reimburse the City for any attorneys' fees incurred by the City in removing the action to a proper court consistent with this Section.

Section 12.03 Resolution of Disputes

A. Except as provided in Subparagraphs (A)(1) and (A)(2) below, all disputes between the City and the Contractor that arise under, or by virtue of, this Agreement shall be finally resolved in accordance with the provisions of this Section and PPB Rule § 4-09. This procedure shall be the exclusive means of resolving any such disputes.

1. This Section shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software, or to termination other than for cause.

2. For construction and construction-related services this Section shall apply only to disputes about the scope of work delineated by the Agreement, the interpretation of Agreement documents, the amount to be paid for extra work or disputed work performed in connection with the Agreement, the conformity of the Contractor's work to the Agreement, and the acceptability and quality of the Contractor's work; such disputes arise when the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head makes a determination with which the Contractor disagrees. For construction, this Section shall not apply to termination of the Agreement for cause or other than for cause.

B. All determinations required by this Section shall be clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Section shall be deemed a non-determination without prejudice that will allow application to the next level.

C. During such time as any dispute is being presented, heard, and considered pursuant to this Section, the Agreement terms shall remain in full force and effect and, unless otherwise directed by the ACCO or Engineer, the Contractor shall continue to perform work in accordance with the Agreement and as directed by the ACCO or City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head. Failure of the Contractor to continue the work as directed shall constitute a waiver by the Contractor of any and all claims being presented pursuant to this Section and a material breach of contract.

D. Presentation of Dispute to Agency Head.

1. Notice of Dispute and Agency Response. The Contractor shall present its dispute in writing ("Notice of Dispute") to the Agency Head within the time specified herein, or, if no time is specified, within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the Agreement. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the Contractor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the Contractor in the dispute was arrived at. Within thirty (30) Days after receipt of the complete Notice of Dispute, the ACCO or, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, shall submit to the Agency Head all materials he or she deems pertinent to the dispute. Following initial submissions to the Agency Head, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the Agency Head whose decision shall be final. Willful failure of the Contractor to produce any requested material whose relevancy the Contractor has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the Contractor of its claim.

2. Agency Head Inquiry. The Agency Head shall examine the material and may, in his or her discretion, convene an informal conference with the Contractor and the ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, to resolve the issue by mutual consent prior to reaching a determination. The Agency Head may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Agency Head's ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Agency Head participated therein. The Agency Head may or, at the request of any party to the dispute, shall compel the participation of any other contractor with a contract related to the work of this Agreement and that contractor shall be bound by the decision of the Agency Head. Any contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Section as the Contractor initiating the dispute.

3. Agency Head Determination. Within thirty (30) Days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Agency Head shall make his or her determination and shall deliver or send a copy of such determination to the Contractor and ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, together with a statement concerning how the decision may be appealed.

4. Finality of Agency Head Decision. The Agency Head's decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board ("CDRB") pursuant to this Section. The City may not take a petition to the CDRB. However, should the Contractor take such a petition, the City may seek, and the CDRB may render, a determination less favorable to the Contractor and more favorable to the City than the decision of the Agency

Head.

E. Presentation of Dispute to the Comptroller. Before any dispute may be brought by the Contractor to the CDRB, the Contractor must first present its claim to the Comptroller for his or her review, investigation, and possible adjustment.

1. Time, Form, and Content of Notice. Within thirty (30) Days of receipt of a decision by the Agency Head, the Contractor shall submit to the Comptroller and to the Agency Head a Notice of Claim regarding its dispute with the Agency. The Notice of Claim shall consist of (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the Contractor contends the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; and (iii) a copy of all materials submitted by the Contractor to the Agency, including the Notice of Dispute. The Contractor may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

2. Agency Response. Within thirty (30) Days of receipt of the Notice of Claim, the Agency shall make available to the Comptroller a copy of all material submitted by the Agency to the Agency Head in connection with the dispute. The Agency may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

3. Comptroller Investigation. The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Admin. Code §§ 7-201 and 7-203. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the Contractor. Willful failure of the Contractor to produce within fifteen (15) Days any material requested by the Comptroller shall constitute a waiver by the Contractor of its claim. The Comptroller may also schedule an informal conference to be attended by the Contractor, Agency representatives, and any other personnel desired by the Comptroller.

4. Opportunity of Comptroller to Compromise or Adjust Claim. The Comptroller shall have forty-five (45) Days from his or her receipt of all materials referred to in Paragraph (E)(3) above to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the Contractor and the Comptroller, to a maximum of ninety (90) Days from the Comptroller's receipt of all the materials. The Contractor may not present its petition to the CDRB until the period for investigation and compromise delineated in this Paragraph has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the Agreement.

F. Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

1. the chief administrative law judge of the Office of Administrative Trials and Hearings ("OATH") or his or her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Section as may be necessary in the execution of the CDRB's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

2. the City Chief Procurement Officer ("CCPO") or his or her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

3. a person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established, and administered by OATH, with appropriate background to act as decision-makers in a dispute. Such individuals may not have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represent persons, companies, or organizations having disputes with the City.

G. Petition to CDRB. In the event the claim has not been settled or adjusted by the Comptroller within the period provided in this Section, the Contractor, within thirty (30) Days thereafter, may petition the CDRB to review the Agency Head determination.

1. Form and Content of Petition by the Contractor. The Contractor shall present its dispute to the CDRB in the form of a petition, which shall include (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the Contractor contends that the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; (iii) copies of all materials submitted by the Contractor to the Agency; (iv) a copy of the decision of the Comptroller, if any, and (v) copies of all correspondence with, and material submitted by the Contractor to, the Comptroller's Office. The Contractor shall concurrently submit four complete sets of

the petition: one to the Corporation Counsel (Attn: Commercial and Real Estate Litigation Division), and three to the CDRB at OATH's offices, with proof of service on the Corporation Counsel. In addition, the Contractor shall submit a copy of the statement of the substance of the dispute, cited in (i) above, to both the Agency Head and the Comptroller.

2. Agency Response. Within thirty (30) Days of receipt of the petition by the Corporation Counsel, the Agency shall respond to the statement of the Contractor and make available to the CDRB all material it submitted to the Agency Head and Comptroller. Three complete copies of the Agency response shall be submitted to the CDRB at OATH's offices and one to the Contractor. Extensions of time for submittal of the Agency response shall be given as necessary upon a showing of good cause or, upon the consent of the parties, for an initial period of up to thirty (30) Days.

3. Further Proceedings. The CDRB shall permit the Contractor to present its case by submission of memoranda, briefs, and oral argument. The CDRB shall also permit the Agency to present its case in response to the Contractor by submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the Agency's case. Neither the Contractor nor the Agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the CDRB. The CDRB, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The CDRB, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

4. CDRB Determination. Within forty-five (45) Days of the conclusion of all submissions and oral arguments, the CDRB shall render a decision resolving the dispute. In an unusually complex case, the CDRB may render its decision in a longer period of time, not to exceed ninety (90) Days, and shall so advise the parties at the commencement of this period. The CDRB's decision must be consistent with the terms of this Agreement. Decisions of the CDRB shall only resolve matters before the CDRB and shall not have precedential effect with respect to matters not before the CDRB.

5. Notification of CDRB Decision. The CDRB shall send a copy of its decision to the Contractor, the ACCO, the Corporation Counsel, the Comptroller, the CCPO, and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head. A decision in favor of the Contractor shall be subject to the prompt payment provisions of the PPB Rules. The required payment date shall be thirty (30) Days after the date the parties are formally notified of the CDRB's decision.

6. Finality of CDRB Decision. The CDRB's decision shall be final and binding on all parties. Any party may seek review of the CDRB's decision solely in the form of a challenge, filed within four months of the date of the CDRB's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the CDRB's decision was made in violation of lawful procedure, was affected by an error of Law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the CDRB in accordance with PPB Rules § 4-09.

H. Any termination, cancellation, or alleged breach of the Agreement prior to or during the pendency of any proceedings pursuant to this Section shall not affect or impair the ability of the Agency Head or CDRB to make a binding and final decision pursuant to this Section.

Section 12.04 Claims and Actions

A. Any claim against the City or Department based on this Agreement or arising out of this Agreement that is not subject to dispute resolution under the PPB Rules or this Agreement shall not be made or asserted in any legal proceeding, unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims as provided in this Agreement.

B. No action shall be instituted or maintained on any such claims unless such action shall be commenced within six (6) months after the date of filing with the Comptroller of the certificate for the final payment under this Agreement, or within six (6) months of the termination or expiration of this Agreement, or within six (6) months after the accrual of the cause of action, whichever first occurs.

Section 12.05 No Claim Against Officers, Agents or Employees

No claim shall be made by the Contractor against any officer, agent, or employee of the City in their personal capacity for, or on account of, anything done or omitted in connection with this Agreement.

Section 12.06 General Release

The acceptance by the Contractor or its assignees of the final payment under this Agreement, whether by check, wire transfer, or other means, and whether pursuant to invoice, voucher, judgment of any court of competent jurisdiction or any other administrative means, shall constitute and operate as a release of the City from any and all claims of and liability to the Contractor, of which the Contractor was aware or should reasonably have been aware, arising out of the performance of this Agreement based on actions of the City prior to such acceptance of final payment, excepting any disputes that are the subject of pending dispute resolution procedures.

Section 12.07 No Waiver

Waiver by either the Department or the Contractor of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless and until the same shall be agreed to in writing by the parties as set forth in Section 9.01.

ARTICLE 13 - APPLICABLE LAWS

Section 13.01 PPB Rules

This Agreement is subject to the PPB Rules. In the event of a conflict between the PPB Rules and a provision of this Agreement, the PPB Rules shall take precedence.

Section 13.02 All Legal Provisions Deemed Included

Each and every provision required by Law to be inserted in this Agreement is hereby deemed to be a part of this Agreement, whether actually inserted or not.

Section 13.03 Severability / Unlawful Provisions Deemed Stricken

If this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making of this Agreement, the unlawful provision shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Agreement without affecting the binding force of the remainder.

Section 13.04 Compliance With Laws

The Contractor shall perform all services under this Agreement in accordance with all applicable Laws as are in effect at the time such services are performed.

Section 13.05 Americans with Disabilities Act (ADA)

A. This Agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 et seq. ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs, or activities pursuant to this Agreement. If directed to do so by the Department to ensure the Contractor's compliance with the ADA during the term of this Agreement, the Contractor shall prepare a plan ("Compliance Plan") which lists its program site(s) and describes in detail, how it intends to make the services, programs and activities set forth in the scope of services herein readily accessible and usable by individuals with disabilities at such site(s). In the event that the program site is not readily accessible and usable by individuals with disabilities, contractor shall also include in the Compliance Plan, a description of reasonable alternative means and methods that result in making the services, programs or activities provided under this Agreement, readily accessible to and usable by individuals with disabilities, including but not limited to people with visual, auditory or mobility disabilities. The Contractor shall submit the Compliance Plan to the ACCO for review within ten (10) Days after being directed to do so and shall abide by the Compliance Plan and implement any action detailed in the Compliance Plan to make the services, programs, or activities accessible and usable by the disabled.

B. The Contractor's failure to either submit a Compliance Plan as required herein or implement an approved

Compliance Plan may be deemed a material breach of this Agreement and result in the City terminating this Agreement.

Section 13.06 Not Used

Section 13.07 Participation in an International Boycott

A. The Contractor agrees that neither the Contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the federal Export Administration Act of 1979, as amended, 50 U.S.C. Appendix. §§ 2401 et seq., or the regulations of the United States Department of Commerce promulgated thereunder.

B. Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of, the Contractor or a substantially-owned affiliated company thereof, of participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his or her option, render forfeit and void this Agreement.

C. The Contractor shall comply in all respects, with the provisions of Admin. Code § 6-114 and the rules issued by the Comptroller thereunder.

Section 13.08 MacBride Principles

A. In accordance with and to the extent required by Admin. Code § 6-115.1, the Contractor stipulates that the Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

B. The Contractor agrees that the covenants and representations in Paragraph A above are material conditions to this Agreement.

C. This Section does not apply if the Contractor is a not-for-profit corporation.

Section 13.09 Not Used

Section 13.10 Not Used

ARTICLE 14 - MISCELLANEOUS PROVISIONS

Section 14.01 Conditions Precedent

A. This Agreement shall be neither binding nor effective unless and until it is registered pursuant to Charter § 328.

B. The requirements of this Section shall be in addition to, and not in lieu of, any approval or authorization otherwise required for this Agreement to be effective and for the expenditure of City funds.

Section 14.02 Merger

This written Agreement contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties, or to vary any of the terms contained in this Agreement, other than a written change, amendment or modification duly executed by both parties pursuant to Article 9 of this Appendix A.

Section 14.03 Headings

Headings are inserted only as a matter of convenience and therefore are not a part of and do not affect the substance of this Agreement.

Section 14.04 Notice

A. The Contractor and the Department hereby designate the business addresses specified at the beginning of this Agreement as the places where all notices, directions, or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Either party may change its notice address at any time by an instrument in writing executed and acknowledged by the party making such change and delivered to the other party in the manner as specified below.

B. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

C. Nothing in this Section shall be deemed to serve as a waiver of any requirements for the service of notice or process in the institution of an action or proceeding as provided by Law, including the New York Civil Practice Law and Rules.

Section 14.05 Monies Withheld

When the Commissioner shall have reasonable grounds for believing that: (1) the Contractor will be unable to perform this Contract fully and satisfactorily within the time fixed for performance; or (2) a meritorious claim exists or will exist against the Contractor or the City arising out of the negligence of the Contractor or the Contractor's breach of any provision of this contract; then the Commissioner or the Comptroller may withhold payment of any amount otherwise due and payable to the Contractor hereunder. Any amount so withheld may be retained by the City for such period as it may deem advisable to protect the City against any loss and may, after written notice to the Contractor, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the City, and no person shall have any right against the Commissioner or claim against the City by reason of the Commissioner's failure or refusal to withhold monies. No interest shall be payable by the City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the City.

Section 14.06 Whistleblower Protection Expansion Act Rider

(1) In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,

(a) Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.

(b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

(c) Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:

(i) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and

(ii) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.

(d) For the purposes of this rider, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

(e) This rider is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of $100,000; accordingly, Contractor shall include this rider in all subcontracts with a value a value in excess of $100,000.

(2) Paragraph 1 is not applicable to this Contract if it is valued at $100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

AFFIRMATION

The undersigned proposer or bidder affirms and declares that said proposer or bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to receive public contract except _____.

Full name of Proposer or Bidder *[below]*

_____

Address_____

City_____ State_____ Zip Code_____

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

☐ A - Individual or Sole Proprietorships

SOCIAL SECURITY NUMBER _____

☐ B - Partnership, Joint Venture or other unincorporated organization

EMPLOYER IDENTIFICATION NUMBER _____

☐ C - Corporation

EMPLOYER IDENTIFICATION NUMBER _____

By_____

Signature

_____

Title

If a corporation place seal here

Must be signed by an officer or duly authorized representative.

* Under the Federal Privacy Act, the furnishing of Social Security numbers by bidders or proposers on City contracts is voluntary. Failure to provide a Social Security number will not result in a bidder's/proposer's disqualification. Social Security numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws, as well as to provide the City a means of identifying businesses seeking City contracts.

CERTIFICATES OF INSURANCE

Instructions to New York City Agencies, Departments, and Offices

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

(1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR –

(2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

CITY OF NEW YORK
CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

_____
[Name of broker or agent (typewritten)]

_____
[Address of broker or agent (typewritten)]

_____
[Email address of broker or agent (typewritten)]

_____
[Phone number/Fax number of broker or agent (typewritten)]

_____
[Signature of authorized official, broker, or agent]

_____
[Name and title of authorized official, broker, or agent (typewritten)]

State of .....)
) ss.:
County of .....)

Sworn to before me this _____ day of _____ 20___

_____
NOTARY PUBLIC FOR THE STATE OF _____

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PROGRAM MANAGEMENT
SAFETY AND SITE SUPPORT

ADDENDA CONTROL SHEET

BID OPENING DATE: June 17, 2016

PROJECT No. : PW335BS12

TITLE: **BULK SAMPLING AND LABORATORY TESTING IN CONJUNCTION WITH ASBESTOS AND LEAD ABATEMENT AND THE ASSESSMENT OF MOLD WITHIN THE FIVE BOROUGHS OF NEW YORK CITY**

ADDENDA ISSUED	NO. OF DWG	DATE	APPROVED BY: ARCHITECTURE/ ENGINEERING	GENERAL COUNSEL
#1 (Replace attached Cover page of Volume 1 of 2 and pages 7a and 7b.		6/01/2016		

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PROGRAM MANAGEMENT
SAFETY AND SITE SUPPORT
OFFICE OF ENVIRONMENTAL AND GEOTECHNICAL SERVICES

DATE: June 01, 2016

ADDENDUM No. 1

PROJECT NUMBER: PW335BS12
PROJECT TITLE: BULK SAMPLING AND LABORATORY TESTING IN CONJUNCTION WITH ASBESTOS AND LEAD ABATEMENT AND THE ASSESSMENT OF MOLD WITHIN THE FIVE BOROUGHS OF NEW YORK CITY

THIS ADDENDUM IS ISSUED FOR THE PURPOSE OF AMENDING THE REQUIREMENTS OF THE BID AND CONTRACT DOCUMENTS AND IS HEREBY PART OF THE SAID BID AND CONTRACT DOCUMENTS TO THE SAME EXTENT AS THOUGH IT WERE INCLUDED THEREIN.
The Contract is amended as set forth below:

Bid Booklet Volume 1 of 2 to be revised as follows:

1. **Delete Cover Page of Volume 1 of 2 and replace with attached cover page of Volume 1 of 2.**
2. **Delete Pages 7a and 7b and replace with attached Pages 7a and 7b**

By signing the space provided below, the bidder acknowledges receipt of this Addendum.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-2200, or by fax at (718) 391-2615.

Jean M. Jean-Louis
Director

_____
Name of Bidder

By: _____

Department of Design and Construction

PROJECT ID: PW335BS12

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PROGRAM MANAGEMENT
SAFETY AND SITE SUPPORT
30-30 THOMSON AVENUE
LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000
WEBSITE www.nyc.gov/buildnyc

VOLUME 1 OF 2

BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

BULK SAMPLING AND LABORATORY TESTING IN CONJUNCTION WITH ASBESTOS AND LEAD ABATEMENT AND THE ASSESSMENT OF MOLD WITHIN THE FIVE BOROUGHS OF NEW YORK CITY

PREPARED BY:

THE DIVISION OF PROGRAM MANAGEMENT
SAFETY AND SITE SUPPORT
OFFICE OF ENVIRONMENTAL AND GEOTECHNICAL SERVICES

Date: JANUARY 2016

SCHEDULE OF UNIT PRICES

PART A: ALL INCLUSIVE HOURLY RATES

All Inclusive Hourly Rates for Specified Titles: The bidder shall submit All Inclusive Hourly Rates for all titles listed below. The All Inclusive Hourly Rate for each title shall include the following: (1) all expenses incurred by the Consultant and/or its Subconsultants in the performance of all required services for the Project, (2) all expenses related to management, oversight and quality control procedures, including, without limitation, any time spent by principals performing such duties, (3) all expenses related to overhead and any anticipated profit, (4) all expenses in connection with non-reimbursable services, as set forth in Article 6 of the Contract.

Extended Amount: The bidder shall submit the Extended Amount for each title. The Extended Amount for each title is the All Inclusive Hourly Rate times the Estimated Hours.

Increase: The bidder is advised that the All Inclusive Hourly Rates shall remain in effect for the three (3) year base term of the contract. If the base term is renewed or extended, such Rates shall be increased, as set forth in Article 7 of the Contract.

Item #	Title	All Inclusive Hourly Rate (In Figures)	Estimated Hours	Extended Amount (In Figures)
Title #1	Asbestos Investigator	_____	2,600	
Title #2	Lead Inspector / Risk Assessor	_____	500	
Title #3	Mold Assessor	_____	75	

Total Amount for Part A: All Inclusive Hourly Rates for Specified Titles:
$_____*
(Addition of Extended Amounts for Titles #1-3)

* The Bidder shall insert the Total Amount for Part A on the Bid Form on Page 8 of the Bid Booklet.

SCHEDULE OF UNIT PRICES
PART B: UNIT PRICES FOR TESTING SERVICES

Unit Prices: The bidder shall submit Unit Prices for all items of Testing Services listed below. The Unit Price for each item shall include the following: (1) all expenses incurred by the Consultant and/or its Subconsultant(s) in connection with the performance of the test, (2) all expenses related to providing reports of test results, (3) all expenses related to management, oversight and quality control procedures, (4) all expenses in connection with non-reimbursable services, as set forth in Article 6, and (5) all expenses related to overhead and any anticipated profit.

Extended Amount: In addition to the Unit Price, the bidder shall submit the Extended Amount for each item. The Extended Amount for each item is the Unit Price times the Estimated Quantity.

No Increase: The bidder is advised that the Unit Prices shall remain in effect for the entire term of the contract, including the base term (3 years), the renewal term (1 year) and the extended term (1 year).

TESTING SERVICES FOR BULK SAMPLES AND XRF TESTING

Item #	Description of Item	Analytical Method	Unit Price	Estimate of Quantities	Extended Amount
	(See Article 6)		(In Figures)		(In Figures)
Item # 1 (Article 6.7.5a)	Bulk Sample Analysis for Asbestos by Polarized Light Microscopy (Friable)	ELAP 198.1	2 hour (TAT)*	2,500	
Item # 2 (Article 6.7.5a)	Bulk Sample Analysis for Asbestos by Polarized Light Microscopy (Friable)	ELAP 198.1	12 hour TAT	1,000	
Item # 3 (Article 6.7.5b)	Bulk Sample Analysis for Asbestos by Polarized Light Microscopy (NOB)	ELAP 198.6	12 hour TAT	2,500	
Item # 4 (Article 6.7.5c)	Bulk Sample Analysis by Polarized Light Microscopy Method for Identifying & Quantitating Asbestos Sprayed-On Fireproofing Containing Vermiculite Bulk Samples	ELAP 198.8	4 days TAT	1,100	
Item # 5 (Article 6.7.5d)	Bulk Sample Analysis for Asbestos by Transmission Electron Microscopy (NOB)	ELAP 198.4	12 hour TAT	30	
Item # 6 (Article 6.7.5e)	Paint Chip Sample Analysis for LEAD by Flame Atomic Absorption Spectrophotometry	EPA Method 7000B	12 hour TAT	100	
Item # 7 (Article 6.7.5f)	Soil Sample Analysis for LEAD by Flame Atomic Absorption Spectrophotometry	EPA Method 7000B	2 hour TAT	100	
Item # 8 (Article 6.7.5g)	X-Ray Flourescence (XRF) Testing Instrumentation	N/A	Per diem	50	

Total Amount for Part B: Unit Prices for Testing Services:

$_____*

(Addition of Extended Amounts for Items #1-8)

* The Bidder shall insert the Total Amount for Part B on the Bid Form on Page 8 of the Bid Booklet.

* **Turn Around Time (TAT):** TAT means the period of time within which the Consultant must report the results of a test by telephone, as well as by facsimile or email, to the DDC OEGS Representative. Such period of time shall commence when the sample is received in at the laboratory.

Department of Design and Construction

Dr. Feniosky Peña-Mora
Commissioner

Kevin F. Donnelly, P.E.
Deputy Commissioner
Program Management

Mark A. Canu
Associate Commissioner
Safety and Site Support

Jean M. Jean-Louis
LEED AP BD+C, CIAQM
Director
Environmental and
Geotechnical Services

Mandatory Pre-Bid Meeting June 1, 2016
PW335BS12
Bulk Sampling/Laboratory Testing (5 Boroughs)
Date of Advertisement 5/16/2016
Bid Opening Scheduled 06/17/2016

1. Can we have a joint venture for the Laboratory work?
   Answer: Yes, a joint venture is allowed.

2. Are there separate lines on the bid sheet for emergencies? What percentage of the work is emergency based?
   Answer: No, there is not a separate line item for the Designated Commissioners Priority or emergency response. Emergency response does not happen that often, perhaps two – three times per year. However, the bidder should plan to accommodate this request.

3. There are no estimated quantities on page 7b. How do we bid?
   Answer: This is an error in the contract and we will provide an addendum to include the estimated quantity of samples.

4. Does the joint venture have to be formed before Bid?
   Answer: No but it must be formed before the contract is awarded.

5. When is the deadline to submit inquiries?
   Answer: The deadline is before June 17, 2016. Contact Lorraine Holley at 718-391-2601 and or holleyL1@ddc.nyc.gov.

6. What is the minimum amount of staff on field?
   Answer: There should be 6 asbestos investigators, 2 Lead Assessors, and 1 mold assessor available at all times throughout the contract.

7. If we are not allowed to subcontract the laboratory services then when is subcontracting allowed under this contract?
   Answer: Subcontracting for laboratory services for the analysis identified on page 7b is not allowed for this contract. However, there may be additional tests which we will request and only those tests can be subcontracted out to another laboratory and invoiced as a reimbursable service. Although this contract is for $350,000, this contract had the potential to grow through change orders from other agencies that need similar work done.

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PROGRAM MANAGEMENT
SAFETY AND SITE SUPPORT

ADDENDA CONTROL SHEET

BID OPENING DATE: June 24, 2016

PROJECT No. : PW335BS12

TITLE: **BULK SAMPLING AND LABORATORY TESTING IN CONJUNCTION WITH ASBESTOS AND LEAD ABATEMENT AND THE ASSESSMENT OF MOLD WITHIN THE FIVE BOROUGHS OF NEW YORK CITY**

ADDENDA ISSUED	NO. OF DWG	DATE	APPROVED BY: ARCHITECTURE/ ENGINEERING	GENERAL COUNSEL
#1 (Replace attached Cover page of Volume 1 of 2 and pages 7a and 7b).		6/01/2016		
#2 (Replace pages 3 and 7b of Volume 1 of 2 and page 27 (Exhibit A)of Volume 2 of 2).		06/20/2016		

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PROGRAM MANAGEMENT
SAFETY AND SITE SUPPORT
OFFICE OF ENVIRONMENTAL AND GEOTECHNICAL SERVICES

DATE: June 20, 2016

ADDENDUM No. 2

PROJECT NUMBER: PW335BS12
PROJECT TITLE: BULK SAMPLING AND LABORATORY TESTING IN CONJUNCTION WITH ASBESTOS AND LEAD ABATEMENT AND THE ASSESSMENT OF MOLD WITHIN THE FIVE BOROUGHS OF NEW YORK CITY

THIS ADDENDUM IS ISSUED FOR THE PURPOSE OF AMENDING THE REQUIREMENTS OF THE BID AND CONTRACT DOCUMENTS AND IS HEREBY PART OF THE SAID BID AND CONTRACT DOCUMENTS TO THE SAME EXTENT AS THOUGH IT WERE INCLUDED THEREIN.

The Contract is amended as set forth below:

Bid Booklet, Volume 1 of 2 to be revised as follows:

1. **Delete Page 3 and replace with attached Page 3-R**
2. **Delete Page 7b and replace with attached Page 7b-R**

Information For Bidders, Agreement and Scope of Services, Volume 2 of 2 to be revised as follows:

3. **Delete Exhibit A page, 27 and replace with attached Exhibit A page 27-R**

By signing the space provided below, the bidder acknowledges receipt of this Addendum.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-2200, or by fax at (718) 391-2615.

Jean M. Jean-Louis
Director

_____
Name of Bidder

By: _____

SPECIAL EXPERIENCE REQUIREMENTS

PROJECT ID: PW335BS12
SPECIAL EXPERIENCE REQUIREMENTS

(1) GENERAL: The special experience requirements set forth below apply to the bidder for this contract.

(a) Evaluation: Compliance with the experience requirements set forth below will be determined solely by the City. The bidder is advised that failure to meet such experience requirements will result in the rejection of the bid as non-responsive.

(b) Compliance: Compliance with the special experience requirements must be demonstrated by the BIDDER ITSELF, i.e., the actual entity submitting the bid, whether an individual, corporation or partnership. The bidder itself must have been in existence as the same entity for the five year period prior to the bid opening. During such period, the bidding entity itself must have achieved compliance with the special experience requirements. The bidding entity may not use or rely on the experience or credentials of any other entity, regardless of any relationship such other entity may have to the bidder.

(c) Subcontracting: Subcontracting is not permitted for this contract, except for Reimbursable Services, as set forth in Article 5.5 of the contract.

(d) Joint Ventures: If the bidder is a joint venture, all required services must be performed by only one joint venture partner. The bidder must identify the entity that will perform the required services and such entity must meet the special experience requirements.

(a) The bidder must, for the five year period prior to the bid opening, have been:

(1) Licensed by NYS DOL as an Asbestos Handler "Restricted Class"
(2) Licensed by the US EPA under 40 CFR 745.226 and under Toxic Substance Control Act (TSCA) Section 402 (a) (1) to conduct lead based activities;
(3) Accredited by ELAP for Environmental Analysis of Solid and Hazardous Wastes, (ELAP is administered by the NYS-DOH);
(4) Accredited by ELAP for Asbestos Fiber Analysis (PLM-Item 198.1 & 198.6), (TEM-Item 198.4) and lead in soil and paint chip analysis. (ELAP is administered by the NYS-DOH);
(5) Accredited by the US EPA National Lead Laboratory Accreditation Program (NLLAP) for Lead in Paint Chip and Soil Analysis;
(6) Accredited by the NVLAP for Bulk Asbestos Fiber Analysis (NVLAP is administered by NIST).

(b) The bidder must, for the five year period prior to the bid opening, have been in the business of providing the following services as a routine part of its daily operations: (1) bulk sampling for asbestos, (2) paint chip sampling for lead, (3) soil sampling for lead, (4) analytic testing services for asbestos and lead, (5) lead hazard investigation and (6) XRF testing services. The XRF testing services must have involved use of an XRF testing instrument capable of estimating lead concentration in milligrams per square centimeter.

(c) The bidder must, for each of the five years prior to the bid opening, demonstrate annual gross revenues of at least $1,000,000 for provision of the sampling and testing services described in paragraph (b) above.

(d) The bidder must have participated in and received a current rating of "Proficient" in ten (10) of the twelve (12) most recent rounds of the Environmental Lead Analytical Testing Proficiency ("ELATP") program and the AIHA Bulk Sample PAT program.

(e) The bidder shall be required, throughout the term of the Contract, to provide qualified personnel for the performance of all required services. The bidder must demonstrate that it is capable of providing personnel that comply with the minimum qualification requirements set forth below. Resumes and certificates of proposed personnel must be submitted. All proposed personnel must be employed by the bidder at the time of the bid.

(1) Six Asbestos Inspectors/Investigators, each of whom must have the following: (1) an Asbestos Inspector Certificate issued by the NYS DOL; (2) an Asbestos Investigator Certificate issued by the

SCHEDULE OF UNIT PRICES
PART B: UNIT PRICES FOR TESTING SERVICES

Unit Prices: The bidder shall submit Unit Prices for all items of Testing Services listed below. The Unit Price for each item shall include the following: (1) all expenses incurred by the Consultant and/or its Subconsultant(s) in connection with the performance of the test, (2) all expenses related to providing reports of test results, (3) all expenses related to management, oversight and quality control procedures, (4) all expenses in connection with non-reimbursable services, as set forth in Article 6, and (5) all expenses related to overhead and any anticipated profit.

Extended Amount: In addition to the Unit Price, the bidder shall submit the Extended Amount for each item. The Extended Amount for each item is the Unit Price times the Estimated Quantity.

No Increase: The bidder is advised that the Unit Prices shall remain in effect for the entire term of the contract, including the base term (3 years), the renewal term (1 year) and the extended term (1 year).

TESTING SERVICES FOR BULK SAMPLES AND XRF TESTING

Item #	Description of Item	Analytical Method	Unit Price	Estimate of Quantities	Extended Amount
	(See Article 6)		(In Figures)		(In Figures)
Item # 1 (Article 6.7.5a)	Bulk Sample Analysis for Asbestos by Polarized Light Microscopy (Friable)	ELAP 198.1	_____ 2 hour (TAT)*	2,500	
Item # 2 (Article 6.7.5a)	Bulk Sample Analysis for Asbestos by Polarized Light Microscopy (Friable)	ELAP 198.1	_____ 12 hour TAT	1,000	
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Item # 4 (Article 6.7.5c)	Bulk Sample Analysis by Polarized Light Microscopy Method for Identifying & Quantitating Asbestos Sprayed-On Fireproofing Containing Vermiculite Bulk Samples	ELAP 198.8	_____ 4 days TAT	30	
Item # 5 (Article 6.7.5d)	Bulk Sample Analysis for Asbestos by Transmission Electron Microscopy (NOB)	ELAP 198.4	_____ 12 hour TAT	1,100	
Item # 6 (Article 6.7.5e)	Paint Chip Sample Analysis for LEAD by Flame Atomic Absorption Spectrophotometry	EPA Method 7000B	_____ 12 hour TAT	100	
Item # 7 (Article 6.7.5f)	Soil Sample Analysis for LEAD by Flame Atomic Absorption Spectrophotometry	EPA Method 7000B	_____ 2 hour TAT	100	
Item # 8 (Article 6.7.5g)	X-Ray Flourescence (XRF) Testing Instrumentation	N/A	_____ Per diem	50	

Total Amount for Part B: Unit Prices for Testing Services:

$_____ **

(Addition of Extended Amounts for Items #1-8)

** The Bidder shall insert the Total Amount for Part B on the Bid Form on Page 8 of the Bid Booklet.

* **Turn Around Time (TAT)**: TAT means the period of time within which the Consultant must report the results of a test by telephone, as well as by facsimile or email, to the DDC OEGS Representative. Such period of time shall commence when the sample is received in at the laboratory.

EXHIBIT A

CONTRACT INFORMATION

Type of Services: Bulk Sampling and Laboratory Testing In Conjunction With Asbestos and Lead Abatement And The Assessment of Mold Within The Five Boroughs Of New York City

- Maximum Amount of Contract: (Addition of items below) — Not to Exceed $350,000.00
  - Estimated Amount for Sampling and Testing Services: — Not to Exceed $340,000.00
  - Allowance for Reimbursable Services: — Not to Exceed $10,000.00

- Contract Time Frame:
  - Contract Term: 1095 consecutive calendar days ("ccds")
  - Extension of Contract Term: 365 consecutive calendar days

- Insurance Requirements: General Provisions governing the Contract, including insurance coverage the Consultant and its Subconsultants are required to provide, are set forth in Appendix A. Appendix A is included as an Exhibit to the Contract. Insurance Requirements are set forth in Article 7 of Appendix A.

- Subcontracts: The Contractor is not permitted to enter into any subcontract(s) for services hereunder, except for Reimbursable Services, as set forth in Article 6. Provisions regarding subcontracting, including the requirements for approval, are set forth in Appendix A. Appendix A is included as an Exhibit to the Contract.

- M/WBEs: To the extent practicable, the Consultant is encouraged to subcontract services to firms that have been certified by the Department of Small Business Services (DSBS) as minority-owned and women-owned business enterprises (MBEs and WBEs). A list of M/WBE firms may be obtained from the DSBS website at www.nyc.gov/getcertified, by emailing DSBS at MWBE@sbs.nyc.gov, by calling the DSBS certification hotline at (212) 513-6311, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS (as indicated above) in order to seek certification.

PROJECT No. PW335BS12

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PROGRAM MANAGEMENT
SAFETY AND SITE SUPPORT
OFFICE OF ENVIRONMENTAL AND GEOTECHNICAL SERVICES

30-30 THOMSON AVENUE, LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE NUMBER (718) 391-1000 WEBSITE www.nyc.gov/buildnyc

CONTRACT FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

BULK SAMPLING AND LABORATORY TESTING IN CONJUNCTION WITH ASBESTOS AND LEAD ABATEMENT AND THE ASSESSMENT OF MOLD WITHIN THE FIVE BOROUGHS OF NEW YORK CITY

LOCATED AT *VARIOUS ADDRESSES* WITHIN THE FIVE BOROUGHS OF THE CITY OF NEW YORK

_____
Contractor

Dated , 20 _____

Assigned to _____

Approved as to Form
Certified as to Legal Authority

_____
Acting Corporation Counsel

Dated , 20 _____

Examined and Found Correct

_____
Contract Clerk
Comptroller

Entered in the Comptroller's Office

Dated , 20 _____

_____
First Assistant Bookkeeper

PROJECT No. PW335BS12

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PROGRAM MANAGEMENT
SAFETY AND SITE SUPPORT
OFFICE OF ENVIRONMENTAL AND GEOTECHNICAL SERVICES
30-30 THOMSON AVENUE, LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE NUMBER (718) 391-1000 WEBSITE www.nyc.gov/buildnyc

CONTRACT FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

BULK SAMPLING AND LABORATORY TESTING IN CONJUNCTION WITH ASBESTOS AND LEAD ABATEMENT AND THE ASSESSMENT OF MOLD WITHIN THE FIVE BOROUGHS OF NEW YORK CITY

LOCATED AT *VARIOUS ADDRESSES* WITHIN THE FIVE BOROUGHS OF THE CITY OF NEW YORK

KAM Consultants Corp
Contractor

Dated August 12 , 20 16

Assigned to

Approved as to Form
Certified as to Legal Authority

Acting Corporation Counsel

Dated April 29 , 20 16

Examined and Found Correct

Contract Clerk
Comptroller

Entered in the Comptroller's Office

Dated , 20

First Assistant Bookkeeper

BGT
4-29-2016